



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

Glenn Trindade, Chairman
Dennis Crowley, Vice Chairman
Richard D'Innocenzo, Clerk
John Foresto, Member
Maryjane White, Member

Board of Selectmen's Meeting

May 5, 2014, 6:30 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session, Exemption 3 To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. [Azalea Drive]
- Public Comments

Other Business

1. Presentation - ICMA Finance Performance Indicators
2. Town Counsel Reappointment Request – Petrini & Associates, P.C.
3. Approval – Sewer Easement – 70 Oakland Street
4. Authorization of Chairman to Execute Contract with L. J. Boudreau Associates for Real Estate Appraisal Services - \$14,900
5. Authorization of the Chairman to Execute Contract for Catch Basin Cleaning – Truax Corporation - \$80,000
6. Authorization of the Chairman to Execute Contract for Household Hazardous Waste Collection Services (May 17, 2014) – Clean Harbors Environmental Services, Inc. - \$10,000
7. Authorization of the Chairman to Execute Contract for Tree Maintenance Service – Stumpy's Tree Service, Inc. - \$20,000
8. Authorization to Expend Grant Funds – MassDEP Recycling Cart Grant - \$60,667
9. Acknowledgement – Letter from Medway Shopping Center Regarding Proposed Traffic Signal – Route 109 Redevelopment
10. Approval – Petition for Change of License – Richard's Casino Bar & Grill, Inc. from d/b/a Zio Paolo's Trattoria to d/b/a Derek's Steak & Seafood
11. Approval – Common Victualler License Request – The Muffin House Café, Inc., 116 Main Street
12. Approval – Braking Aids Ride – September 12, 2014

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

13. Discussion – Amendment to Board of Selectmen’s Alcohol License Policy – Special, One-Day Licenses Section
14. Approval of Warrants
15. Town Administrator’s Report
16. Selectmen’s Reports

Upcoming Meetings, Agenda and Reminders

May 12, 2014 ---- Special and Annual Town Meetings

May 19, 2014-----Regular Meeting

AGENDA

ITEM #1

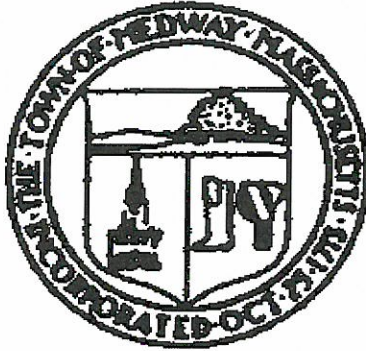
Presentation – ICMA Finance Performance Indicators

Associated back up materials attached.

- Presentation prepared by Finance Director

TOWN OF MEDWAY

FINANCIAL TREND MONITORING



PREPARED IN FISCAL YEAR 2014

Table of Contents

Financial Indicator Analysis

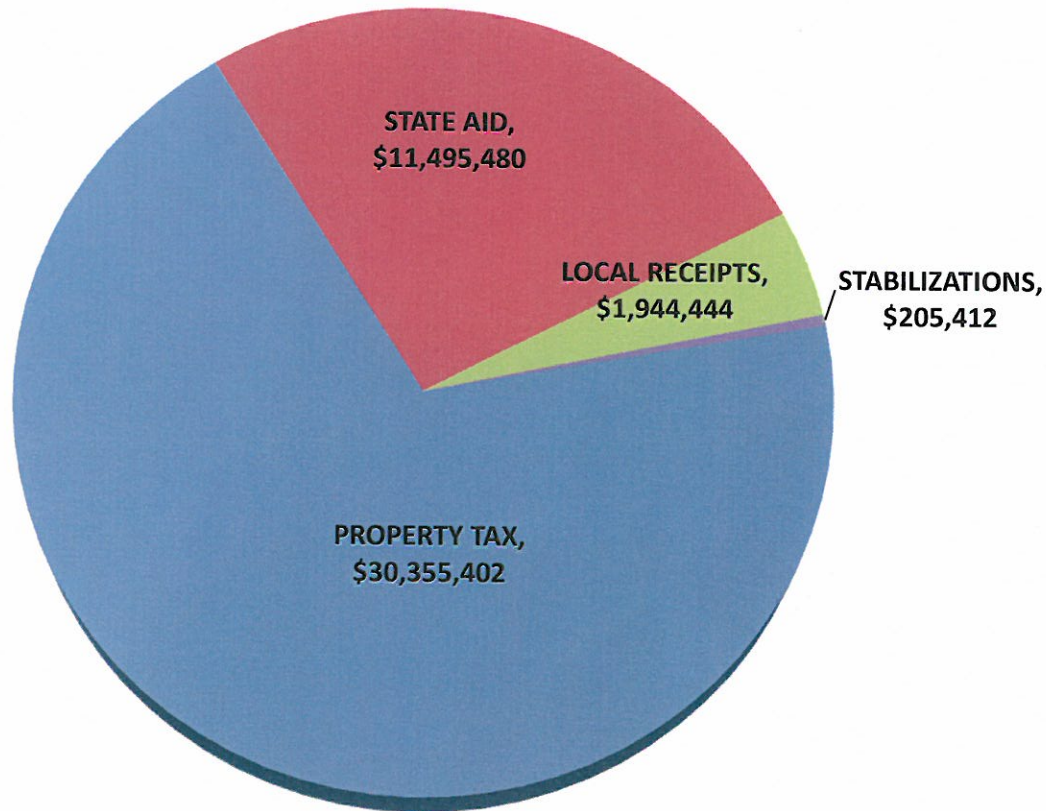
- 1 Sources of Revenue - FY 14
- 2 Current Budgeted Expenditures - FY 14
- 3 Property Tax Revenue
- 4 Uncollected Property Taxes
- 5 State Aid - Actual and Constant Dollars
- 6 State Aid as a Percentage of Operating Revenues
- 7 Revenues Related to Economic Growth
- 8 Revenue Per Capita - Actual
- 9 Revenues Per Capita - Constant Dollars
- 10 Operating Expenditures Per Capita
- 11 Expenditure Growth By Category - Actual
- 12 Expenditure Growth By Category - Constant Dollars
- 13 Debt Service
- 14 Long Term Debt Analyses
- 15 Revenues Per Capita Actual vs. Constant
- 16 Reserves & Fund Balance
- 17 Rates by Purpose

OTHER:

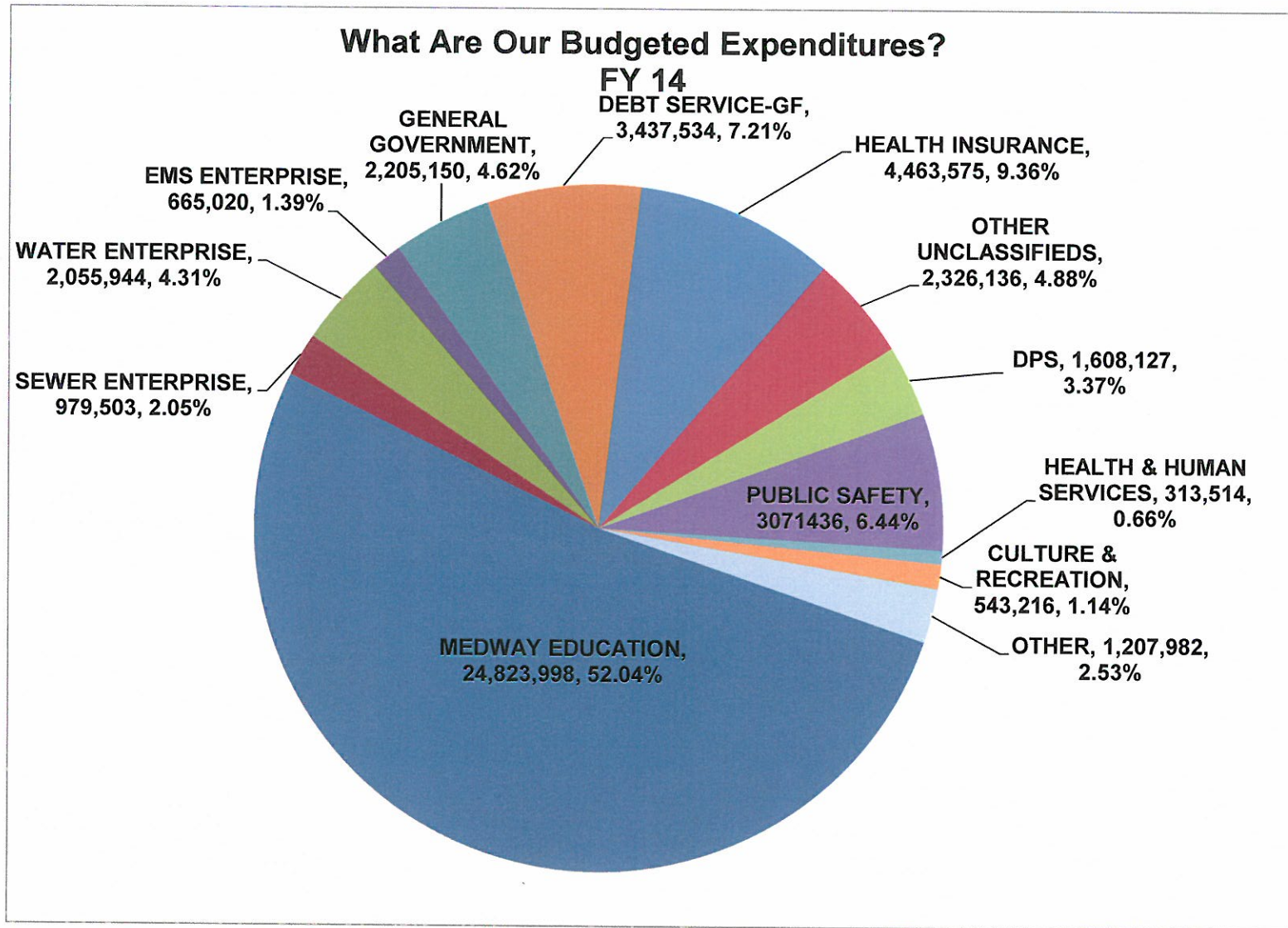
ANALYSES OF TAXPAYER RATES:

1. 2014 TAX RATE
2. 2014 DEBT EXCLUSIONS BY PURPOSE
3. 2014 WATER RATE
4. 2014 SEWER RATE

**TOWN OF MEDWAY
ESTIMATED Sources of Revenue
FY 14**



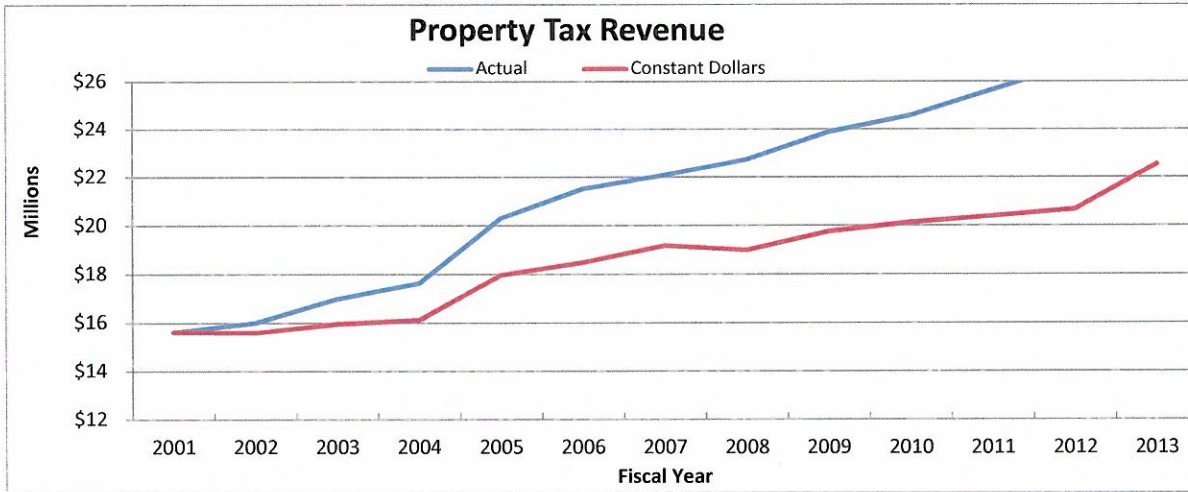
The Town of Medway relies on property taxes as its main source of revenue like all communities in Massachusetts. The level of state aid we receive is a significant part of the revenue as well. State aid can be a "double-edged sword" in that its receipt helps fund many of Medway's operations, but at the same time is a source over which we have little or no control. State aid is subject to reduction in economic downturns, when a community might have greater need for the aid as local receipts also decline. These secondary revenue sources are not stable and unfortunately are both subject to the same trends. Massachusetts cities and towns do not have a revenue source that thrives in recessions that would offset the loss of other revenues. This is one reason that a communities reserves are important.



The Town of Medway is similar to other communities in that the majority of its operating revenues are spent on the education of its children. It is no surprise that debt service and health insurance are two of our bigger remaining expenditures. The Town has recently built a new High School, extended the sewer service, addressed many previously deferred capital needs and is ending a major renovation of the middle school. It is unfortunate that many infrastructural and capital projects were deferred in past years. The current interest rate environment coupled with the Town's improved bond rating, have allowed the Town to address a large number of items at very low borrowing costs. Health Insurance costs have increased, but HR has worked hard to contain costs. It is speculated that costs will go down in the next few years. Fiscal year 2013 and 2014 Health Insurance rates were negotiated to a 0% increase from FY 2012 rates. At this time the Town's plan continues to outperform the State GIC plan in both provided services for the money and for lower rate increases.

3 - Property Tax Revenue

A decline in property tax revenues (measured in constant dollars) is considered a warning indicator.



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

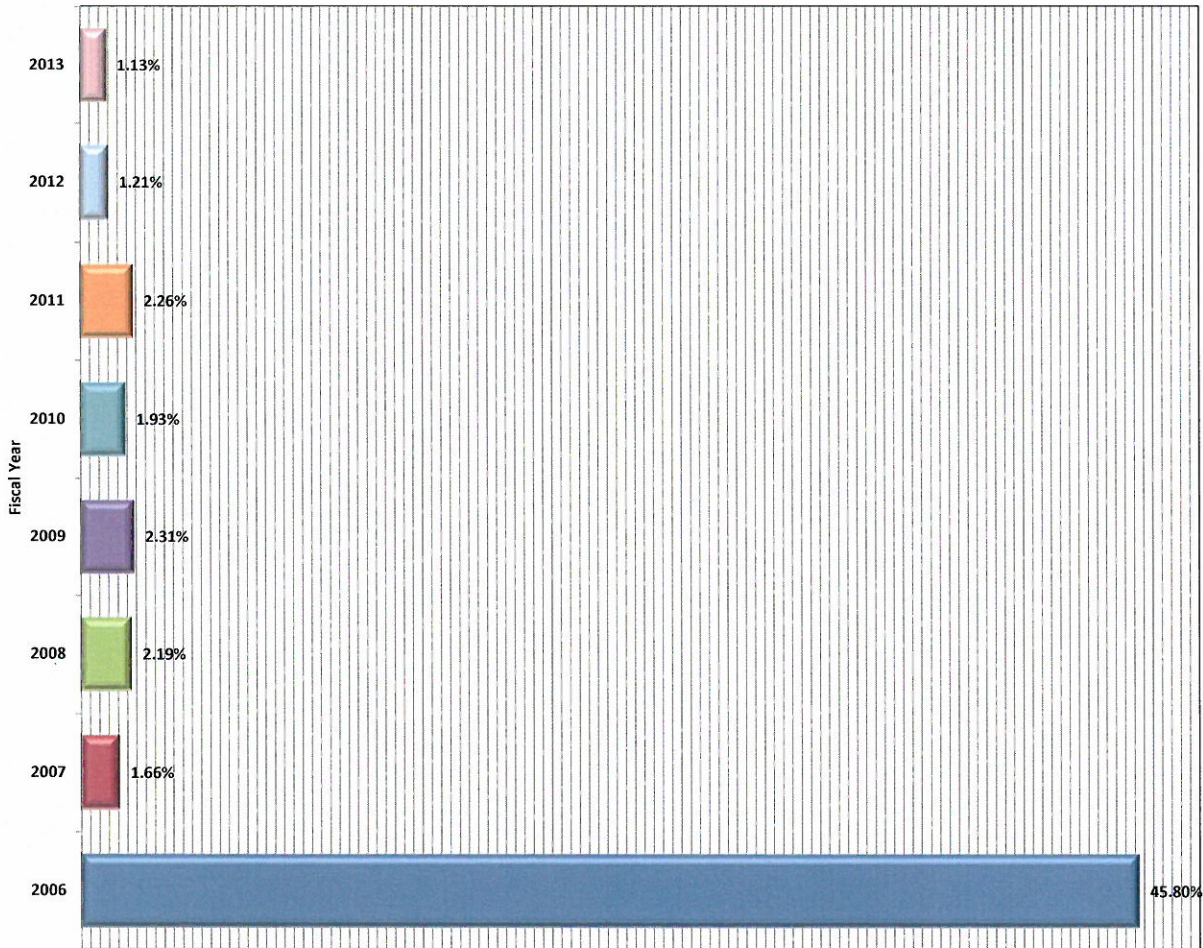
Property Tax is the Town's primary revenue source. Although it is our primary revenue source, increases in this source are limited by Proposition 2 1/2. Since our secondary revenue sources, particularly state aid, have remained fairly constant, Medway has been able to sustain its budgets under the constraints of Prop 2 1/2.

Formula	Property Tax Revenues (Constant Dollars)												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Property Tax Total	\$ 15,620,974	\$ 16,926,148	\$ 18,558,865	\$ 19,318,492	\$ 21,851,931	\$ 23,491,276	\$ 24,284,391	\$ 24,700,122	\$ 25,899,104	\$ 26,675,812	\$ 27,415,847	\$ 28,421,709	\$ 29,548,243
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 15,620,974	\$ 16,010,196	\$ 16,995,395	\$ 17,635,466	\$ 20,309,630	\$ 21,534,585	\$ 22,091,647	\$ 22,752,238	\$ 23,895,164	\$ 24,581,478	\$ 25,654,628	\$ 26,721,953	\$ 27,530,868
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Property Tax Revenue (constant dollars)	\$ 15,620,974	\$ 15,602,812	\$ 15,961,835	\$ 16,120,247	\$ 17,972,709	\$ 18,484,415	\$ 19,185,126	\$ 19,001,045	\$ 19,769,655	\$ 20,128,248	\$ 20,385,570	\$ 20,667,423	\$ 22,540,236
Percent Change - Property Tax Revenue (constant dollars)		-0.1%	2.3%	1.0%	11.5%	2.8%	3.8%	-1.0%	4.0%	1.8%	1.3%	1.4%	9.1%

4 - Uncollected Property Taxes

Uncollected property taxes (as a percent of the property tax levy) of 5-8 percent is considered a warning indicator by the Bond rating organizations.

Uncollected Taxes as a Percentage of Net Property Tax Levy



MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

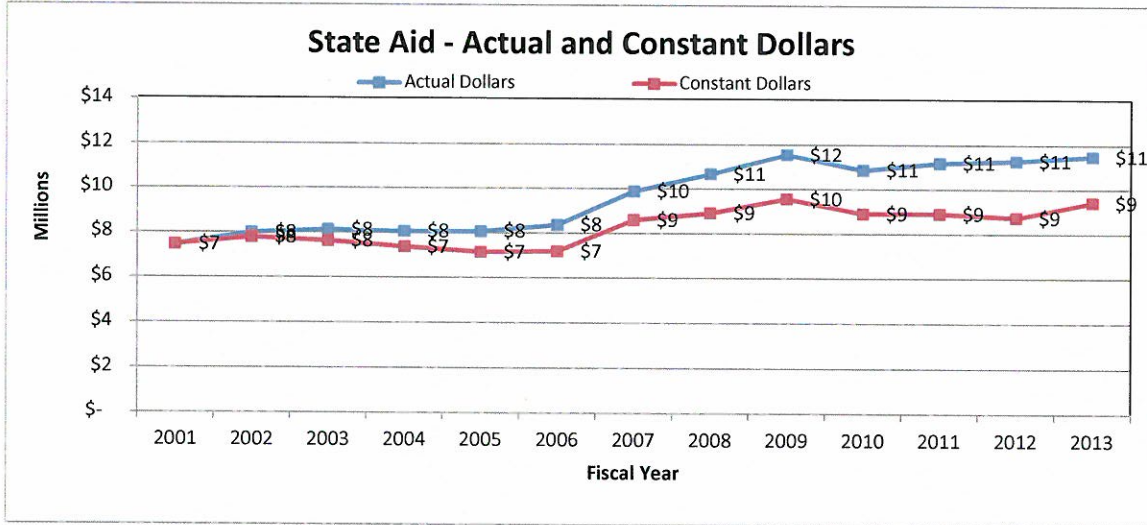
An increase in uncollected property taxes may indicate an inability by property owners to pay their taxes due to economic conditions. Additionally, as uncollected property taxes rise, liquidity decreases, resulting in less cash on hand for the Town to invest. Bond rating organizations generally consider uncollected taxes in excess of 5% as a warning trend.
 Note: FY 2006 RE tax bills were not mailed until June and thus the large balance due at FY end.

Uncollected Taxes as a Percentage of Net Property Tax Levy

Fiscal Year	2006	2007	2008	2009	2010	2011	2012	2013
Residential Property Tax Levy	\$ 20,840,115	\$ 21,717,413	\$ 22,093,863	\$ 22,943,700	\$ 23,460,897	\$ 23,996,191	\$ 24,586,940	\$ 25,579,647
Commercial Property Tax Levy	\$ 903,054	\$ 935,905	\$ 945,816	\$ 1,052,982	\$ 1,135,808	\$ 1,193,981	\$ 1,269,861	\$ 1,328,242
Industrial Property Tax Levy	\$ 909,261	\$ 909,418	\$ 930,693	\$ 935,263	\$ 952,996	\$ 999,977	\$ 980,863	\$ 1,029,344
Personal Property Tax Levy	\$ 676,448	\$ 721,812	\$ 751,025	\$ 971,729	\$ 1,143,844	\$ 1,272,679	\$ 1,564,931	\$ 1,659,491
Property Tax Subtotal	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Reserved for Abatements & Exemptions	\$ 355,026	\$ 245,815	\$ 252,541	\$ 344,525	\$ 437,520	\$ 308,940	\$ 327,486	\$ 339,256
Net Property Tax Levy	\$ 22,973,852	\$ 24,038,733	\$ 24,468,856	\$ 25,559,149	\$ 26,256,025	\$ 27,153,888	\$ 28,075,109	\$ 29,257,468
Uncollected Taxes as of June 30	\$ 10,521,297	\$ 398,303	\$ 535,995	\$ 590,805	\$ 507,333	\$ 614,941	\$ 339,584	\$ 329,905
Uncollected Taxes as a Percentage of Net Property Tax Levy	45.80%	1.66%	2.19%	2.31%	1.93%	2.26%	1.21%	1.13%

5 - State Aid - Actual and Constant Dollars

Reductions in State Aid are considered a warning indicator, particularly if the Town does not have adequate reserves or other revenues to offset cuts.



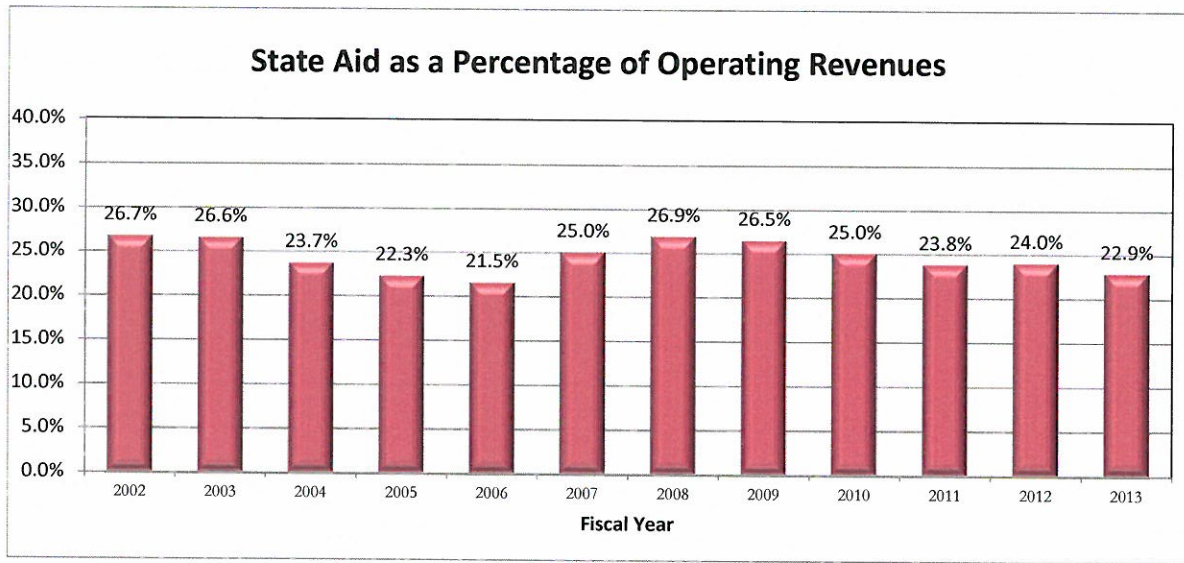
MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

State Aid is the second largest source of revenue for the Town of Medway. Reductions in funding or in constant dollars of funding are a warning indicator. State Aid for Medway has remained fairly constant at FY 2000 levels adjusted for inflation.

Formula	State Aid / Operating Revenues												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
State Aid (actual)	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U, Base Period = 1982-1984	191.5	196.5	203.9	209.5	216.4	223.1	220.512	229.306	231.462	233.868	240.997	247.6	233.9
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted State Aid (constant dollars)	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,554,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648

6 - State Aid as a Percentage of Operating Revenues

Reductions in State Aid as a percentage of operating revenues is considered a warning indicator, particularly if the Town does not have adequate reserves.



MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

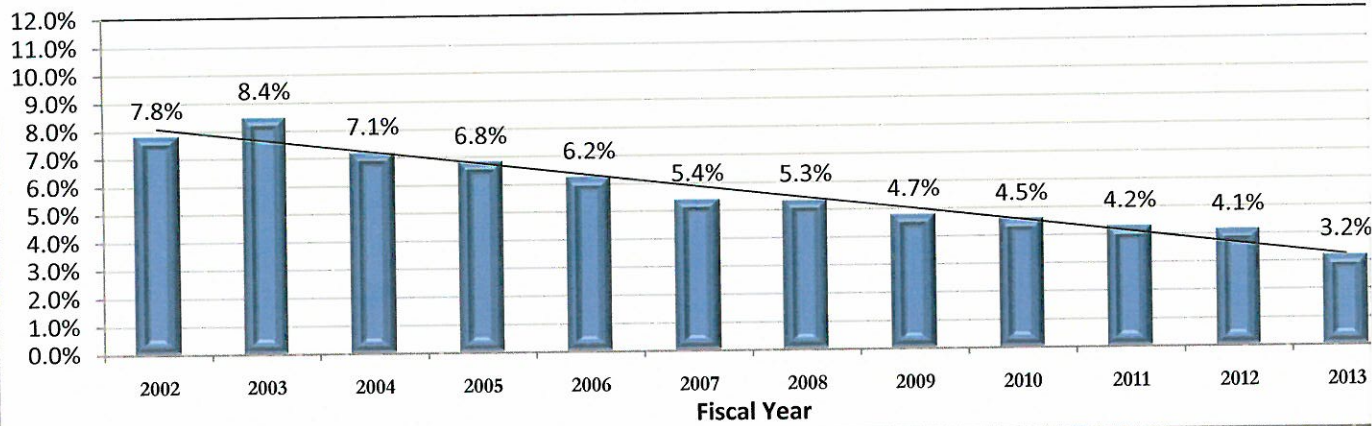
State aid as a percentage of revenue has remained fairly constant over the past ten years. There is a slight decline in FY 2011-13 in percentage, however, debt exclusion projects have driven the real estate tax levy up and thus may be skewing the percentages somewhat. However, it is important to note that state governmental revenues are vulnerable to reductions of sources in an economic downturn and thus do not represent as stable a source of revenue as one might like.

Formula	TOWN OF MEDWAY-State Aid / Operating Revenues												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Gross Operating Revenue	\$ 27,577,788	\$ 30,818,970	\$ 32,137,580	\$ 35,679,709	\$ 37,774,712	\$ 40,821,508	\$ 41,725,445	\$ 41,657,364	\$ 45,655,980	\$ 45,497,208	\$ 48,800,657	\$ 48,715,155	\$ 52,302,985
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Operating Revenue	\$ 27,577,788	\$ 29,903,018	\$ 30,574,110	\$ 33,996,683	\$ 36,232,411	\$ 38,864,817	\$ 39,532,701	\$ 39,709,480	\$ 43,652,040	\$ 43,402,874	\$ 47,039,438	\$ 47,015,399	\$ 50,285,610
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
State Aid as a % of Operating Revenue	27.0%	26.7%	26.6%	23.7%	22.3%	21.5%	25.0%	26.9%	26.5%	25.0%	23.8%	24.0%	22.9%

7 - Revenues Related to Economic Growth*

Decreasing revenues related to economic growth as a percentage of net operating revenues may be considered a warning indicator

Economic Growth Revenues as a Percentage of Operating Revenues

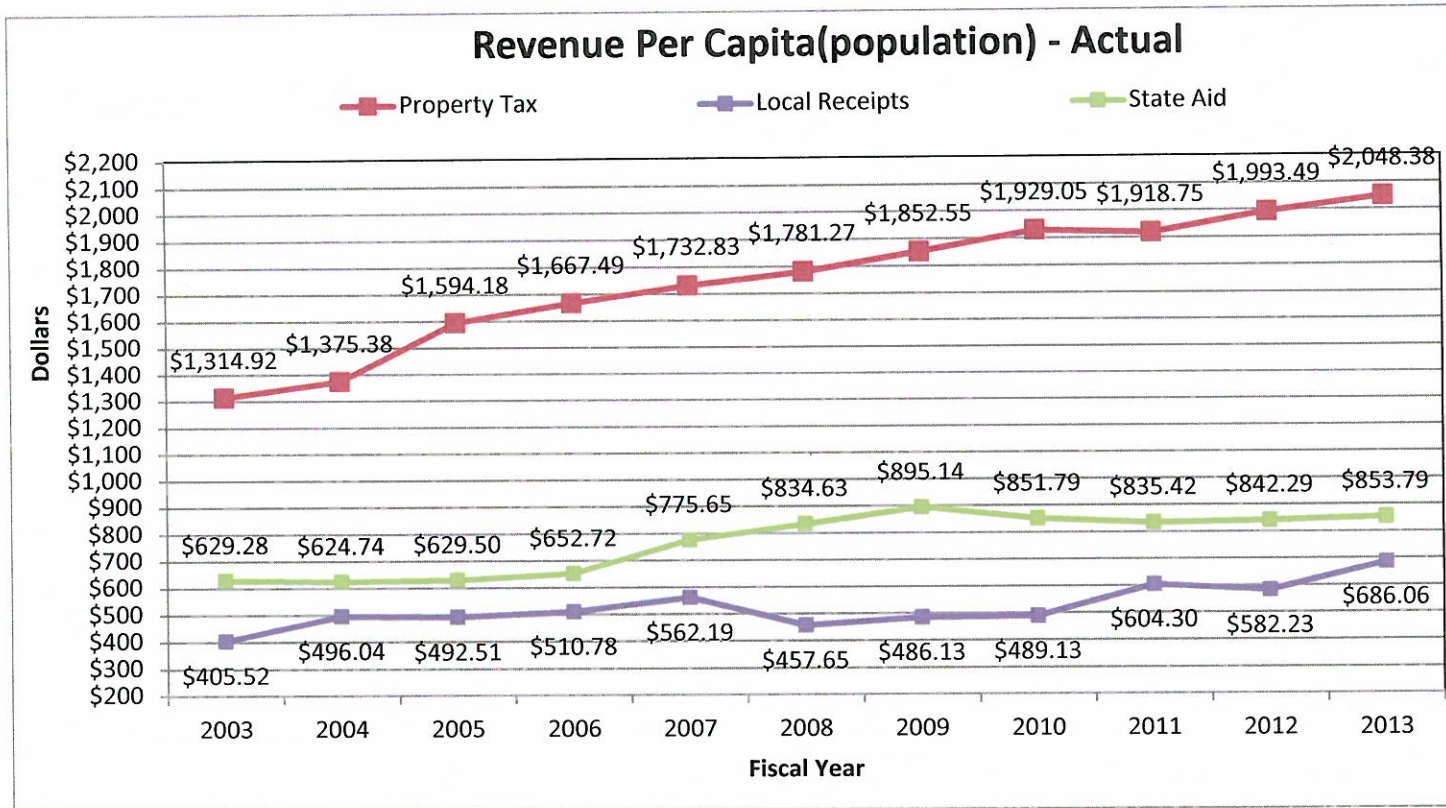


Formula	Economic Growth Revenues / Operating Revenues						
Fiscal Year	2001	2002	2003	2004	2005	2006	2007
Net Operating Revenues	\$27,577,788	\$29,903,018	\$30,574,110	\$33,996,683	\$36,232,411	\$38,864,817	\$39,532,411
Building Related Fees & Permits*	\$294,846	\$402,515	\$484,754	\$495,722	\$417,304	\$365,747	\$332,600
Motor Vehicle Excise	\$0	\$1,423,823	\$1,516,670	\$1,597,758	\$1,660,641	\$1,612,786	\$1,596,500
Tax Levy from New Construction	\$477,760	\$495,424	\$579,123	\$331,871	\$376,638	\$427,649	\$189,900
Total Economic Growth Revenues	\$772,606	\$2,321,762	\$2,580,547	\$2,425,351	\$2,454,583	\$2,406,182	\$2,119,000
Economic Growth Revenues as a % of Operating Revenues	2.8%	7.8%	8.4%	7.1%	6.8%	6.2%	5.4%

* Economic growth is defined as the change in motor vehicle excise revenues, building-related permits, and new tax growth over time.

8 - Revenue Per Capita - Actual

Decreasing revenues per capita in constant dollars is considered a Warning Trend



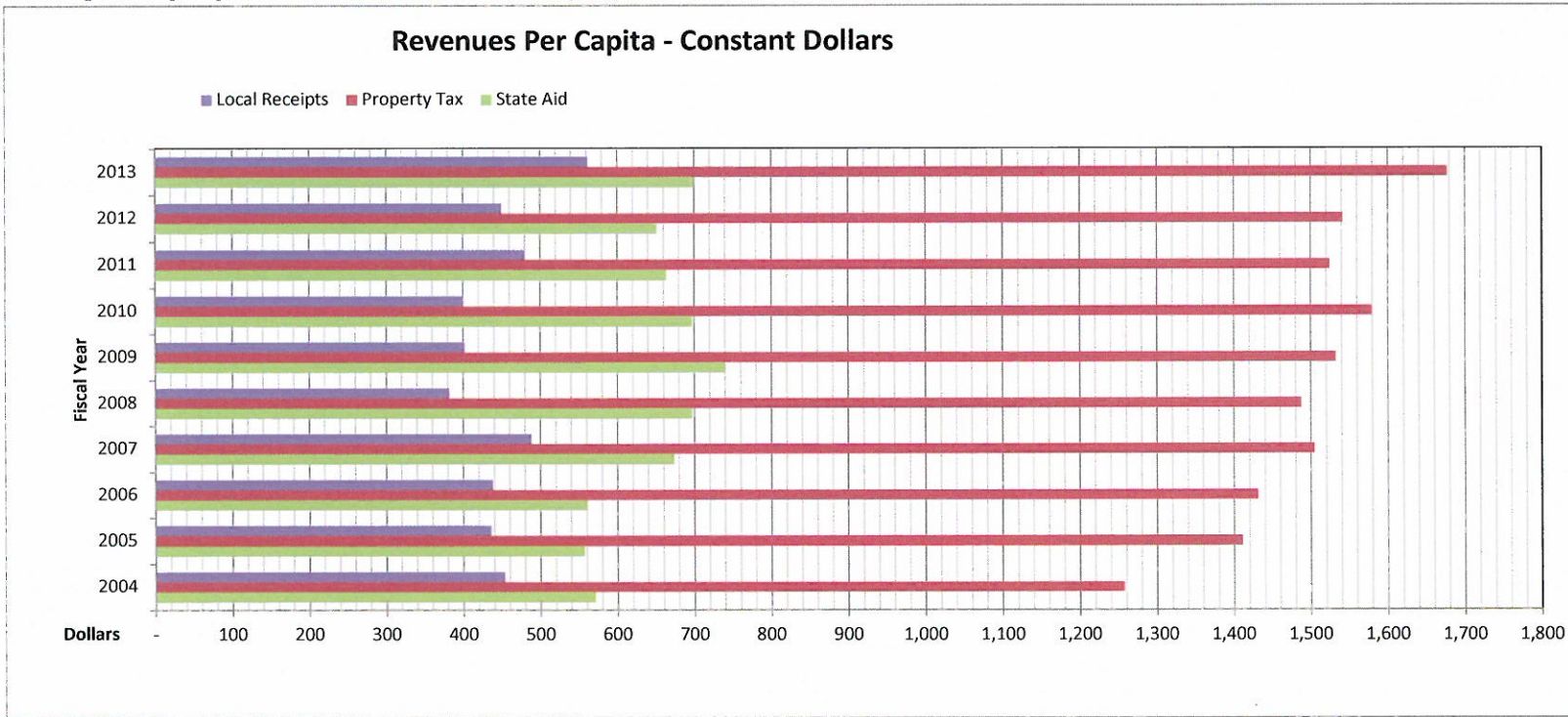
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Formula	Revenues						
Fiscal Year	2001	2002	2003	2004	2005	2006	2007
Property Tax Total	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744
Net Property Tax Revenue	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804
Local Receipts	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,985	\$ 6,546,661	\$ 7,167,320
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749
Property Tax per Capita	\$1,228.73	\$1,240.23	\$1,314.92	\$1,375.38	\$1,594.18	\$1,667.49	\$1,732.83
Local Receipts per Capita	\$312.30	\$319.97	\$405.52	\$496.04	\$492.51	\$510.78	\$562.19
State Aid per Capita	\$589.10	\$619.47	\$629.28	\$624.74	\$629.50	\$652.72	\$775.65

9 - Revenues Per Capita - Constant Dollars

Decreasing revenues per capita in constant dollars is considered a Warning Trend



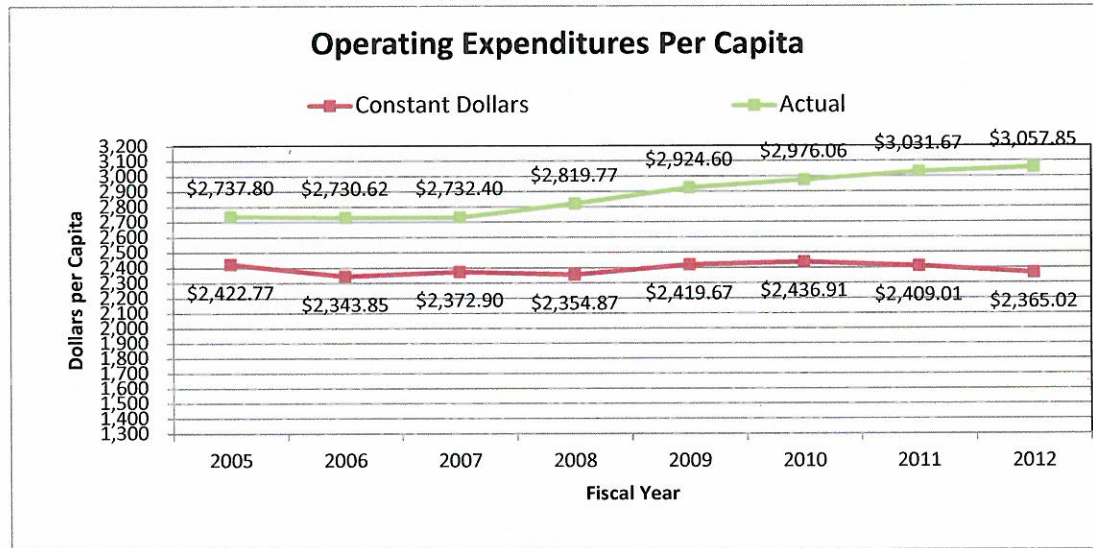
Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

The indicator shows that State aid and local receipts have not kept up with inflation, but have been a fairly stable source of revenue. Property taxes are not sensitive to inflation as the levy is limited by Prop 2 1/2 and by voted debt exclusions and new growth.

Formula	Revenues												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Property Tax Total	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804	\$ 22,773,513	\$ 23,899,734	\$ 24,599,211	\$ 25,701,609	\$ 26,702,839	\$ 27,579,349
Local Receipts	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,985	\$ 6,546,661	\$ 7,167,320	\$ 5,851,081	\$ 6,271,504	\$ 6,237,339	\$ 8,094,599	\$ 7,798,904	\$ 9,237,696
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted Property Taxes	\$ 15,556,900	\$ 15,577,341	\$ 15,930,922	\$ 16,200,452	\$ 18,074,448	\$ 18,345,019	\$ 19,185,262	\$ 19,018,812	\$ 19,773,436	\$ 20,142,768	\$ 20,422,902	\$ 20,652,640	\$ 22,579,929
Adjusted Local Receipts	\$ 3,954,039	\$ 4,018,873	\$ 4,913,017	\$ 5,842,729	\$ 5,583,929	\$ 5,619,389	\$ 6,224,341	\$ 4,886,405	\$ 5,188,727	\$ 5,107,370	\$ 6,432,095	\$ 6,031,866	\$ 7,563,141
Adjusted State Aid	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,554,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Property Tax per Capita (CD)	\$1,228.73	\$1,208.67	\$1,234.96	\$1,257.21	\$1,410.74	\$1,431.30	\$1,504.84	\$1,487.59	\$1,532.71	\$1,579.58	\$1,524.67	\$1,541.82	\$1,677.06
Local Receipts per Capita	\$312.30	\$311.83	\$380.85	\$453.42	\$435.84	\$438.43	\$488.22	\$382.20	\$402.20	\$400.52	\$480.19	\$450.31	\$561.73
State Aid per Capita	\$589.10	\$603.71	\$591.01	\$571.06	\$557.06	\$560.27	\$673.60	\$697.02	\$740.60	\$697.48	\$663.84	\$651.45	\$699.02

10 - Operating Expenditures Per Capita

Increasing net operating expenditures per capita (in constant dollars) may be considered a warning indicator.



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

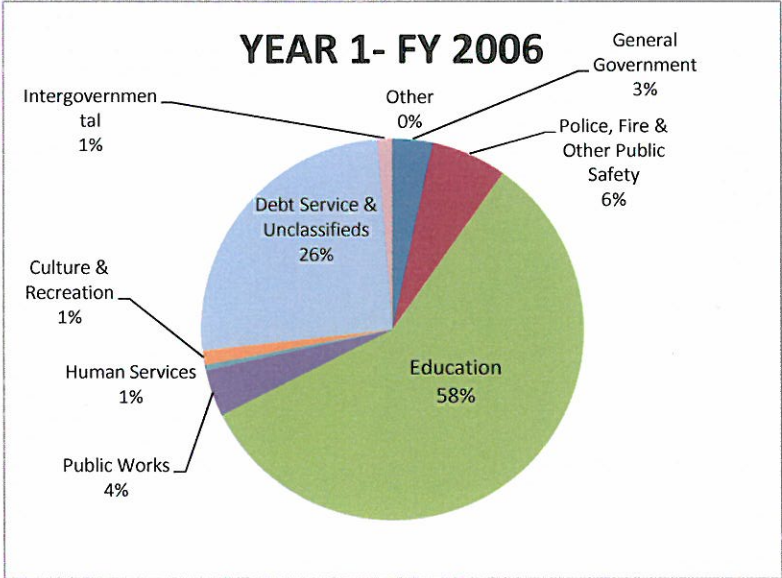
Increasing operating expenditures per capita can indicate whether the cost of providing services is outpacing the Town's ability to pay. The indicator shows that Town expenses in line or less than inflation in five of the past seven years. There is no warning trend seen here that hints that the Town is unable to afford the services it currently provides.

Formula	Net Operating Expenditures & Transfers (Constant Dollars) / Population											
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Government	\$942,334	\$1,053,815	\$1,154,109	\$1,088,077	\$1,231,411	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293
Public Safety (Police, Fire, Other)	\$1,967,571	\$2,146,057	\$2,154,009	\$2,177,275	\$2,330,489	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717
Education	\$16,288,293	\$17,769,463	\$17,593,338	\$18,373,547	\$20,215,849	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207
Public Works	\$1,843,288	\$1,794,502	\$2,686,809	\$2,227,039	\$2,460,666	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040
Human Services	\$146,304	\$166,382	\$182,894	\$171,446	\$184,417	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509
Culture & Recreation	\$476,755	\$508,313	\$557,301	\$562,251	\$566,423	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012
Debt Service & Unclassifieds**	\$1,715,680	\$2,733,971	\$3,006,459	\$3,277,737	\$7,682,977	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430
Intergovernmental	\$431,372	\$467,650	\$420,392	\$461,290	\$404,440	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745
Other	\$254,810	\$665,515	\$0	\$0	\$0	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913
Total Operating Expenditures	\$ 24,066,407	\$ 27,305,668	\$ 27,755,311	\$ 28,338,662	\$ 35,076,672	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866
CPI - U, Adjustment for constant dollars (2001 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%
Adjusted Net Operating Expenditures	\$ 24,066,407	\$ 26,610,867	\$ 26,067,396	\$ 25,903,837	\$ 31,040,585	\$ 30,041,132	\$ 30,252,158	\$ 30,107,041	\$ 31,216,113	\$ 31,075,469	\$ 32,268,752	\$ 31,679,379
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395
Operating Expenditures per Capita	\$1,900.83	\$2,118.69	\$2,151.57	\$2,199.18	\$2,737.80	\$2,730.62	\$2,732.40	\$2,819.77	\$2,924.60	\$2,976.06	\$3,031.67	\$3,057.85
Operating Expenditures per Capita (constant dollars)	\$1,900.83	\$2,064.78	\$2,020.73	\$2,010.23	\$2,422.77	\$2,343.85	\$2,372.90	\$2,354.87	\$2,419.67	\$2,436.91	\$2,409.01	\$2,365.02
Percent Change - Expenditures per Capita		8.6%	-2.1%	-0.5%	20.5%	-3.3%	1.2%	-0.8%	2.8%	0.7%	-1.1%	-1.8%

Source: Massachusetts Department of Revenue

* Unclassifieds not available for years 2001- 2004

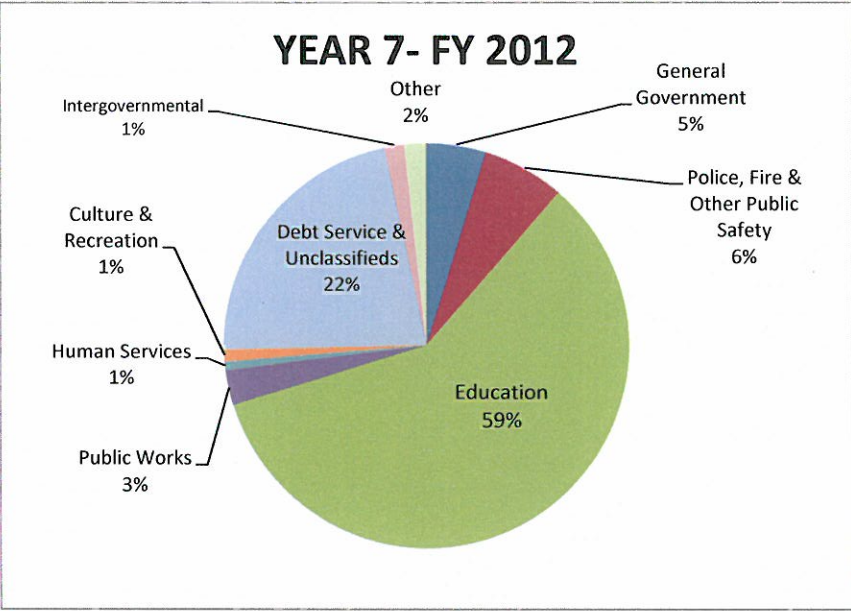
11 - Expenditure Growth By Category - Actual



Medway Trend

Favorable	
Marginal	
Unfavorable	
Uncertain	

Purpose: To measure relative growth of expenditures by category. For the most part, the percentages spent in each area of government has remained constant over the years.



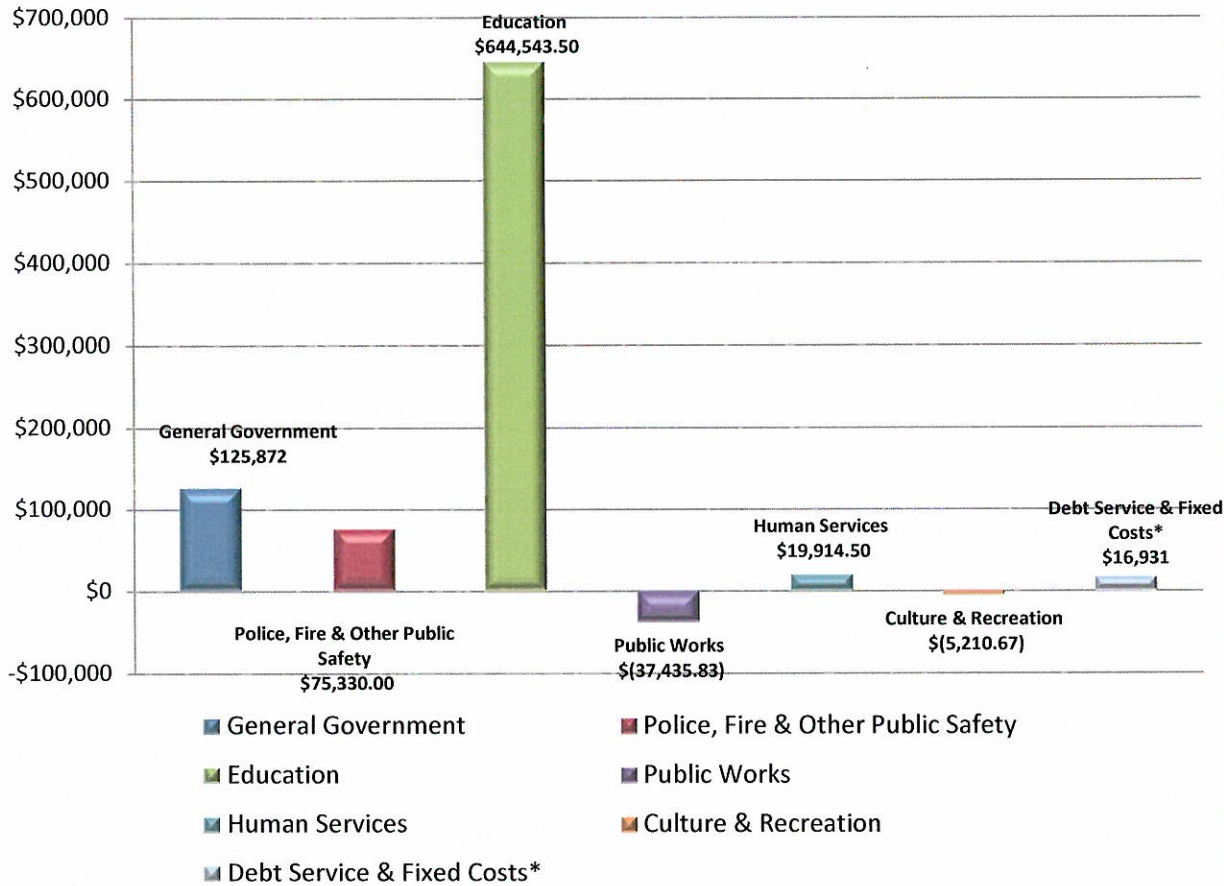
Formula	Net Operating Expenditures & Transfers							
Fiscal Year	2006	2007	2008	2009	2010	2011	2012	Ave Annual
General Government	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293	
Police, Fire & Other Public Safety	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717	
Education	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207	
Public Works	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040	
Human Services	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509	
Culture & Recreation	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012	
Debt Service & Unclassifieds	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430	
Intergovernmental	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745	
Other	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913	
Total Operating Expenditures	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866	
General Government		26%	3%	15%	3%	0%	6%	9%
Police, Fire & Other Public Safety		8%	3%	6%	-4%	2%	3%	3%
Education		0.7%	4.8%	4.3%	0.1%	6.3%	1.7%	3%
Public Works		-5%	15%	24%	-21%	-1%	-20%	-2%
Human Services		9%	0%	10%	9%	48%	-9%	11%
Culture & Recreation		-34%	-11%	42%	0%	-6%	17%	1%
Debt Service & Fixed Costs*		-7%	-1%	-2%	2%	5%	5%	0%
Intergovernmental		8%	-1%	11%	16%	2%	7%	7%

** Public Works is skewed due to the creation of the Enterprise Funds

***Education is skewed due to the use of other funds.

Source: Massachusetts Department of Revenue- FY 2013 figures are not published yet.

AVERAGE ANNUAL EXPENDITURE GROWTH BY CATEGORY-ACTUAL DOLLARS FY 2006-12



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Purpose: To measure relative growth of expenditures by category. The largest average annual increase is in Education at \$645,000 per year. General government is skewed by a spike in FY 2007 when GG costs were increased to perform the needed financial cleanup work and again in 2009 due to the institution of a charter which added IT and HR functions. An Economic Development staff person was added to GG also. Public Works is skewed due to the creation of Enterprise Funds.

Net Operating Expenditures & Transfers

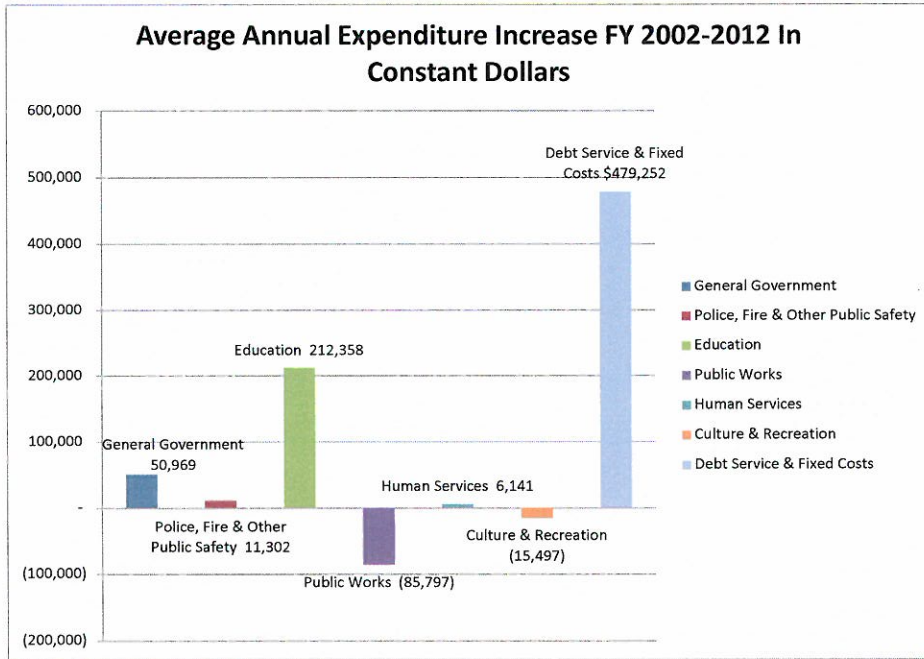
Fiscal Year	2006	2007	2008	2009	2010	2011	2012	2013	Ave Annual
General Government	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293	\$0	
Police, Fire & Other Public Safety	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717	\$0	
Education	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207	\$0	
Public Works	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040	\$0	
Human Services	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509	\$0	
Culture & Recreation	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012	\$0	
Debt Service & Unclassifieds	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430	\$0	
Intergovernmental	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745	\$0	
Other	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913	\$0	
Total Operating Expenditures	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866	\$ -	
General Government		\$306,814	\$52,233	\$235,936	\$54,910	-\$7,249	\$112,590		\$125,872
Police, Fire & Other Public Safety		\$189,162	\$68,088	\$160,573	-\$99,685	\$61,357	\$72,485		\$ 75,330.00
Education		\$ 144,278.00	\$ 978,540.00	\$ 916,565.00	\$ 22,918.00	\$ 1,397,109.00	\$ 407,851.00		\$ 644,543.50
Public Works		-\$76,041	\$197,414	\$357,603	-\$392,494	-\$17,724	-\$293,373		\$ (37,435.83)
Human Services		\$13,405	-\$274	\$17,036	\$17,744	\$98,659	-\$27,083		\$ 19,914.50
Culture & Recreation		-\$144,049	-\$30,732	\$107,305	\$1,194	-\$22,089	\$57,107		\$ (5,210.67)
Debt Service & Fixed Costs*		-\$627,319	-\$45,791	-\$166,859	\$126,225	\$381,050	\$434,280		\$16,931
Intergovernmental		\$34,044	-\$4,015	\$51,312	\$85,328	\$10,125	\$43,463		\$ 36,709.50

** Public Works is skewed due to the creation of the Enterprise Funds

***Education is skewed due to the use of other funds not shown here.

Source: Massachusetts Department of Revenue-FY 2013 figures are not published yet.

12 - Expenditures Growth By Category - Constant Dollars



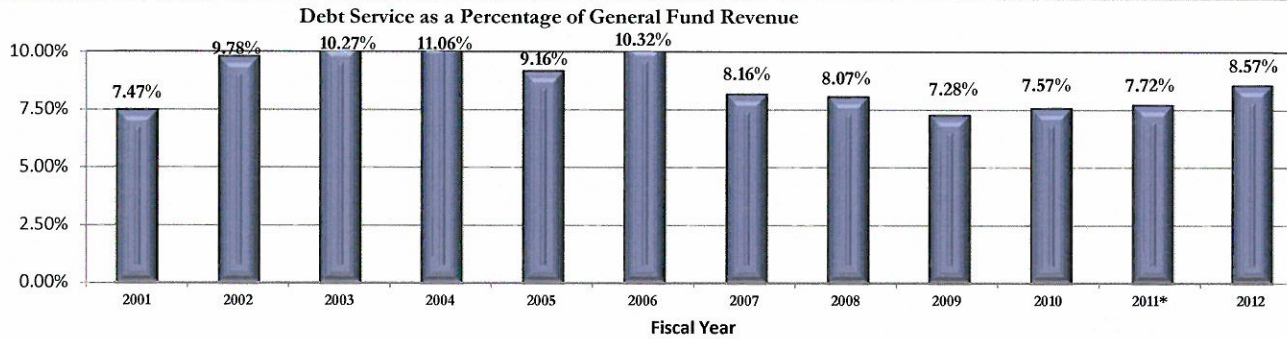
Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

This is the same data as the previous page measured in constant dollars from 2001-2012 to give one a wider view of Town expenditures. One can see that expenses have been held to nearly the same levels as funded in 2001 (adjusted for inflation). The exceptions are Schools and Debt Service and Fixed costs. The increases here are due in part to new schools built or repaired and the cost of health insurance. Again, General Government is skewed due to new positions added by charter and Public Works is skewed by the creation of enterprise funds.

Formula	Net Operating Expenditures & Transfers (Constant Dollars) / Population											
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Government	\$942,334	\$1,053,815	\$1,154,109	\$1,088,077	\$1,231,411	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293
Police, Fire & Other Public Safety	\$1,967,571	\$2,146,057	\$2,154,009	\$2,177,275	\$2,330,489	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717
Education	\$16,288,293	\$17,769,463	\$17,593,338	\$18,373,547	\$20,215,849	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207
Public Works	\$1,843,288	\$1,794,502	\$2,686,809	\$2,227,039	\$2,460,666	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040
Human Services	\$146,304	\$166,382	\$182,894	\$171,446	\$184,417	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509
Culture & Recreation	\$476,755	\$508,313	\$557,301	\$562,251	\$566,423	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012
Debt Service & Fixed Costs	\$1,715,680	\$2,733,971	\$3,006,459	\$3,277,737	\$7,682,977	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430
Total Operating Expenditures	\$ 23,889,845	\$ 27,503,533	\$ 27,334,919	\$ 27,877,372	\$ 34,672,232	\$ 34,565,107	\$ 34,364,789	\$ 35,584,267	\$ 37,212,426	\$ 37,751,836	\$ 41,157,597	\$ 41,008,034
CPI - U, Adjustment for constant dollars (2001 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%
Adjusted General Government *	\$942,334	\$1,027,000	\$1,083,923	\$994,591	\$1,089,719	\$1,019,782	\$1,298,198	\$1,292,032	\$1,475,199	\$1,504,985	\$1,454,705	\$1,502,991
Adjusted Police, Fire & Other Public Safety*	\$1,967,571	\$2,091,450	\$2,023,015	\$1,990,206	\$2,062,332	\$1,933,658	\$2,120,627	\$2,096,162	\$2,209,487	\$2,105,130	\$2,091,613	\$2,091,895
Adjusted Education	\$16,288,293	\$17,317,314	\$16,523,415	\$16,794,913	\$17,889,719	\$17,349,974	\$17,678,895	\$17,818,107	\$18,410,456	\$18,239,818	\$18,810,426	\$18,624,231
Adjusted Public Works	\$1,843,288	\$1,748,840	\$2,523,413	\$2,035,694	\$2,177,530	\$1,191,107	\$1,139,049	\$1,260,232	\$1,544,356	\$1,207,079	\$1,157,289	\$899,524
Adjusted Human Services	\$146,304	\$162,148	\$171,771	\$156,716	\$163,197	\$134,781	\$148,005	\$142,100	\$154,871	\$167,807	\$241,239	\$213,859
Adjusted Culture & Recreation***	\$476,755	\$495,379	\$523,409	\$513,943	\$501,248	\$366,756	\$245,964	\$210,866	\$297,680	\$295,596	\$269,299	\$306,286
Adjusted Debt Service & Fixed Costs****	\$1,715,680	\$2,664,404	\$2,823,624	\$2,996,118	\$6,798,938	\$7,667,591	\$7,212,796	\$6,897,940	\$6,695,637	\$6,730,111	\$6,833,814	\$6,987,453
Adjusted Intergovernmental	\$254,810	\$648,581	\$0	\$0	\$0	\$2,819	\$0	\$0	\$0	\$331,055	\$923,044	\$545,197
Adjusted Other	\$254,810	\$648,581	\$0	\$0	\$0	\$2,819	\$0	\$0	\$0	\$331,055	\$923,044	\$545,197
Adjusted Net Operating Expenditures	\$ 23,889,845	\$ 26,803,698	\$ 25,672,570	\$ 25,482,180	\$ 30,682,682	\$ 29,669,287	\$ 29,843,533	\$ 29,717,439	\$ 30,787,687	\$ 30,912,637	\$ 32,704,473	\$ 31,716,634
General Government (constant dollars)	100%	\$84,666	\$56,923	-\$89,332	\$95,128	-\$69,937	\$278,416	-\$6,165	\$183,167	\$29,786	-\$50,280	\$48,286
Police, Fire & Other Public Safety (constant dollars)	100%	\$123,879	-\$68,435	-\$32,809	\$72,126	-\$128,674	\$186,969	-\$24,465	\$113,325	-\$104,357	-\$13,517	\$283
Education (constant dollars)	100%	\$1,029,021	-\$793,899	\$271,498	\$1,094,806	-\$539,745	\$328,921	\$139,212	\$592,349	-\$170,638	\$570,608	-\$186,195
Public Works (constant dollars)	100%	-\$94,448	\$774,573	-\$487,719	\$141,836	-\$986,423	-\$52,057	\$121,183	\$284,124	-\$337,277	-\$49,791	-\$257,765
Human Services (constant dollars)	100%	\$15,844	\$9,623	-\$15,056	\$6,482	-\$28,416	\$13,223	-\$5,905	\$12,771	\$12,936	\$73,432	-\$27,380
Culture & Recreation (constant dollars)	100%	\$18,624	\$28,030	-\$9,466	-\$12,695	-\$134,491	-\$120,793	-\$35,098	\$86,815	-\$2,085	-\$26,296	\$36,986
Debt Service & Fixed Costs****	100%	\$948,724	\$159,220	\$172,494	\$3,802,820	\$868,654	-\$454,795	-\$314,856	-\$202,303	\$34,474	\$103,703	\$153,639

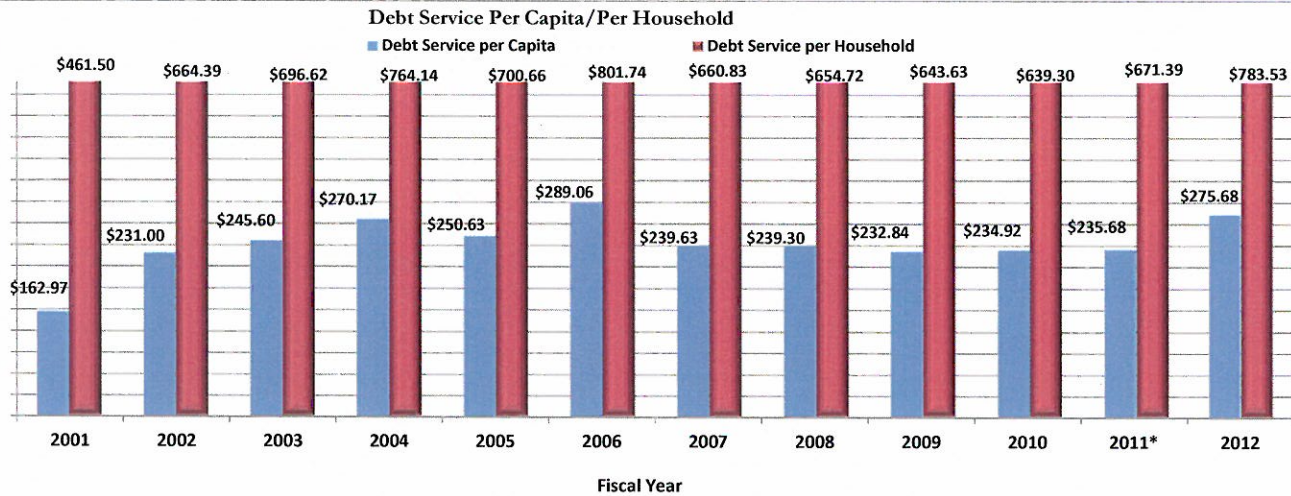
13 - Debt Service

Credit rating organizations like to see debt service at not more than 10% of operating revenues. Debt Service exceeding 10 percent of operating revenues is considered a warning indicator.



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Debt service ratios are outside the desired range for Medway in the years from 2003 through 2006. Possible reasons for the high ratios during this time is the pattern of fully borrowing for every authorization, the higher rate environment and the Town's lower bond rating. A review of borrowings during those years indicates a lack of methods or policies for managing debt. In FY 2007, the Town adopted a debt policy as part of its new fiscal policies that included maintaining debt service levels at 10% of OR. In addition, borrowings are now managed as to amounts, times and methods of borrowing. As a result of these policies and procedures, debt service per capita and per household has been steady for the past 5 years even with major capital projects undertaken. The Town's improved bond rating and the lower interest rate environment have made it possible for Medway to complete some large capital projects while adhering to policy.

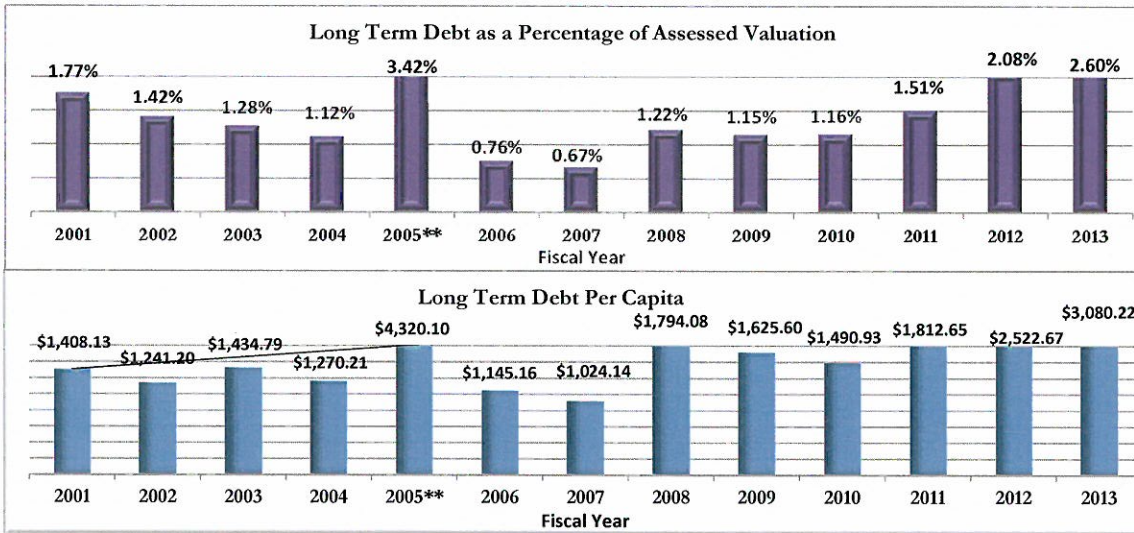


Formula	Debt Service / General Fund Revenue OR / per Capita/Household											
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011*	2012
Long Term Retired	\$1,100,150	\$1,831,808	\$1,781,808	\$2,140,808	\$1,761,808	\$1,620,738	\$1,565,470	\$1,965,470	\$1,959,470	\$1,860,470	\$2,104,685	\$2,665,363
Long Term Interest	\$662,077	\$848,064	\$734,309	\$809,481	\$714,660	\$653,611	\$844,065	\$1,002,679	\$923,528	\$953,947	\$983,310	\$953,713
Short Term Interest	\$301,125	\$297,280	\$652,102	\$531,120	\$734,647	\$1,430,471	\$645,477	\$91,364	\$120,822	\$181,327	\$68,879	\$73,690
Other Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$ 2,063,352	\$ 2,977,152	\$ 3,168,219	\$ 3,481,409	\$ 3,211,115	\$ 3,704,820	\$ 3,055,012	\$ 3,059,513	\$ 3,003,820	\$ 2,995,744	\$ 3,156,874	\$ 3,692,766
General Fund Revenue	\$ 27,605,758	\$ 30,427,326	\$ 30,857,275	\$ 31,490,080	\$ 35,056,491	\$ 35,892,656	\$ 37,419,410	\$ 37,913,544	\$ 41,235,607	\$ 39,560,582	\$ 40,917,153	\$ 43,100,560
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395
Households	4,471	4,481	4,548	4,556	4,583	4,621	4,623	4,673	4,667	4,686	4,702	4,713
Debt Service as a % of General Fund Revenue	7.47%	9.78%	10.27%	11.06%	9.16%	10.32%	8.16%	8.07%	7.28%	7.57%	7.72%	8.57%
Debt Service per Capita	\$162.97	\$231.00	\$245.60	\$270.17	\$250.63	\$289.06	\$239.63	\$239.30	\$232.84	\$234.92	\$235.68	\$275.68
Debt Service per Household	\$461.50	\$664.39	\$696.62	\$764.14	\$700.66	\$801.74	\$660.83	\$654.72	\$643.63	\$639.30	\$671.39	\$783.53

*FY 2011 is adjusted to remove the refunding paydown of \$2,539,395 that is included in the retired debt stats from DOR. The payment was paid by MSBA and not Town of Medway residents. This refunding would skew the data.

14 - Long Term Debt

Overall debt exceeding 10 percent of assessed valuation is considered a warning indicator by bond rating agencies.



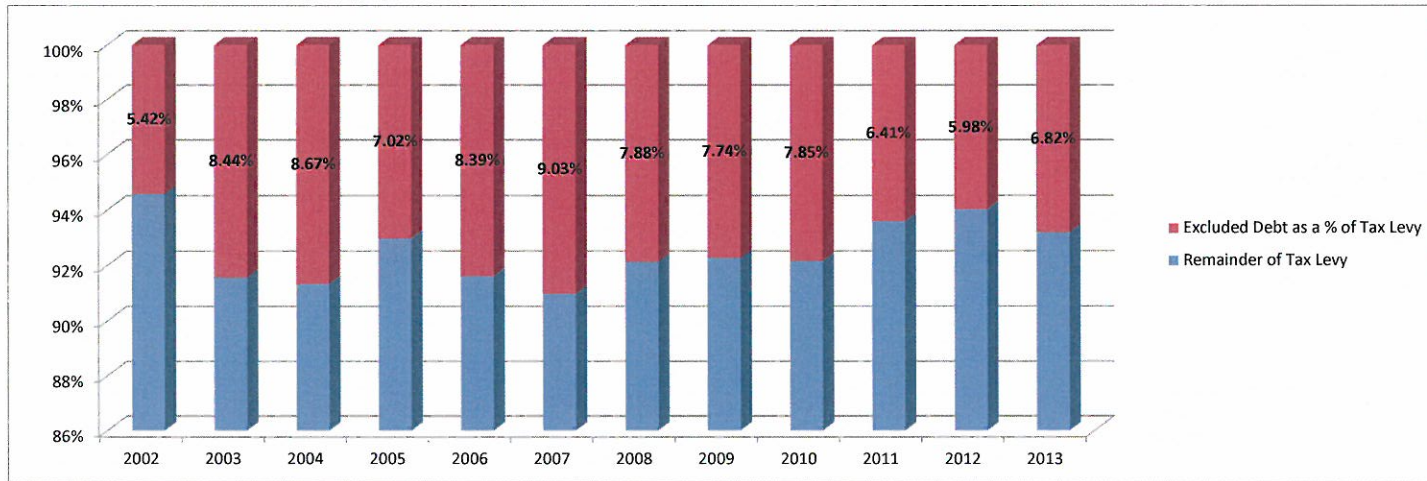
Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Rating agencies look also at long term debt as a percentage of assessed valuations and per capita. This statistic is not very meaningful since the real estate values in the Northeast are extraordinary. Medway falls well below the warning indicator. Debt per capita has increased in recent years due to a major school renovation.

Formula	Outstanding Debt as a Percentage of Assessed Valuations or Per Capita												
Fiscal Year	2001	2002	2003	2004	2005**	2006	2007	2008	2009	2010	2011	2012	2013
Total Outstanding Debt	\$17,828,376	\$15,996,568	\$18,508,760	\$16,367,952	\$55,349,129	\$14,677,483	\$13,056,745	\$22,937,275	\$20,971,805	\$19,012,335	\$24,280,475	\$33,791,128	\$41,472,108
Total Assessed Valuations	\$1,009,708,840	\$1,128,168,590	\$1,441,469,300	\$1,459,605,440	\$1,620,663,719	\$1,921,684,570	\$1,943,912,160	\$1,873,244,320	\$1,822,922,020	\$1,638,646,140	\$1,606,013,320	\$1,624,862,427	\$1,594,651,065
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Long Term Debt as a % of Assessed Valuations	1.77%	1.42%	1.28%	1.12%	3.42%	0.76%	0.67%	1.22%	1.15%	1.16%	1.51%	2.08%	2.60%
Long Term Debt per Capita	\$1,408.13	\$1,241.20	\$1,434.79	\$1,270.21	\$4,320.10	\$1,145.16	\$1,024.14	\$1,794.08	\$1,625.60	\$1,490.93	\$1,812.65	\$2,522.67	\$3,080.22

**FY 2005 is skewed due to BANs for a school project.

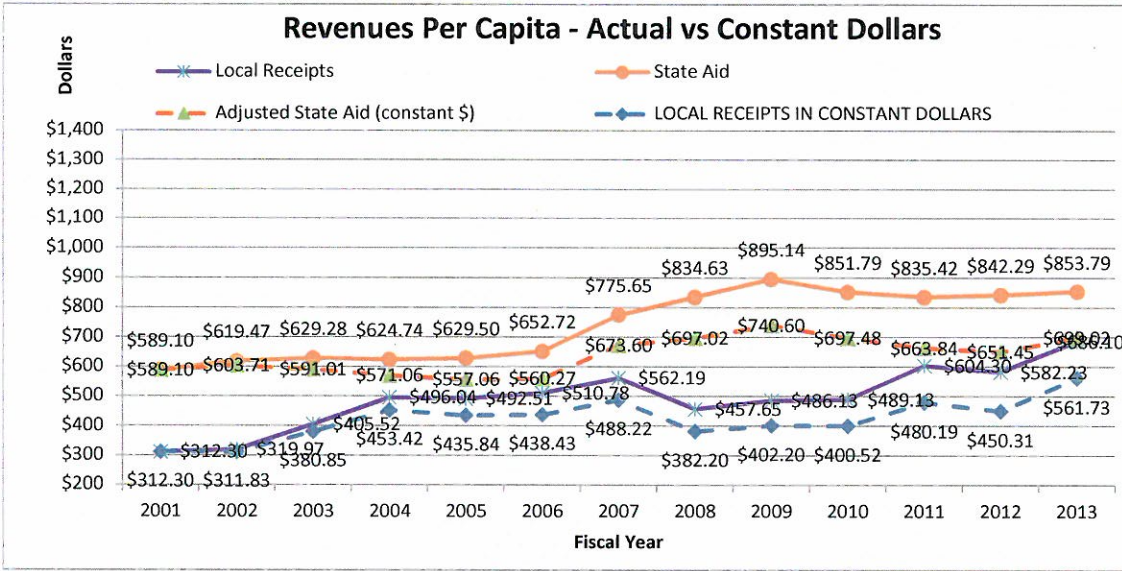
14A - Long Term Debt-EXCLUDED DEBT AS A PERCENTAGE OF TAX LEVY



THIS IS NOT A MEASURE. INCLUDED BY REQUEST FOR INFORMATIONAL PURPOSES.

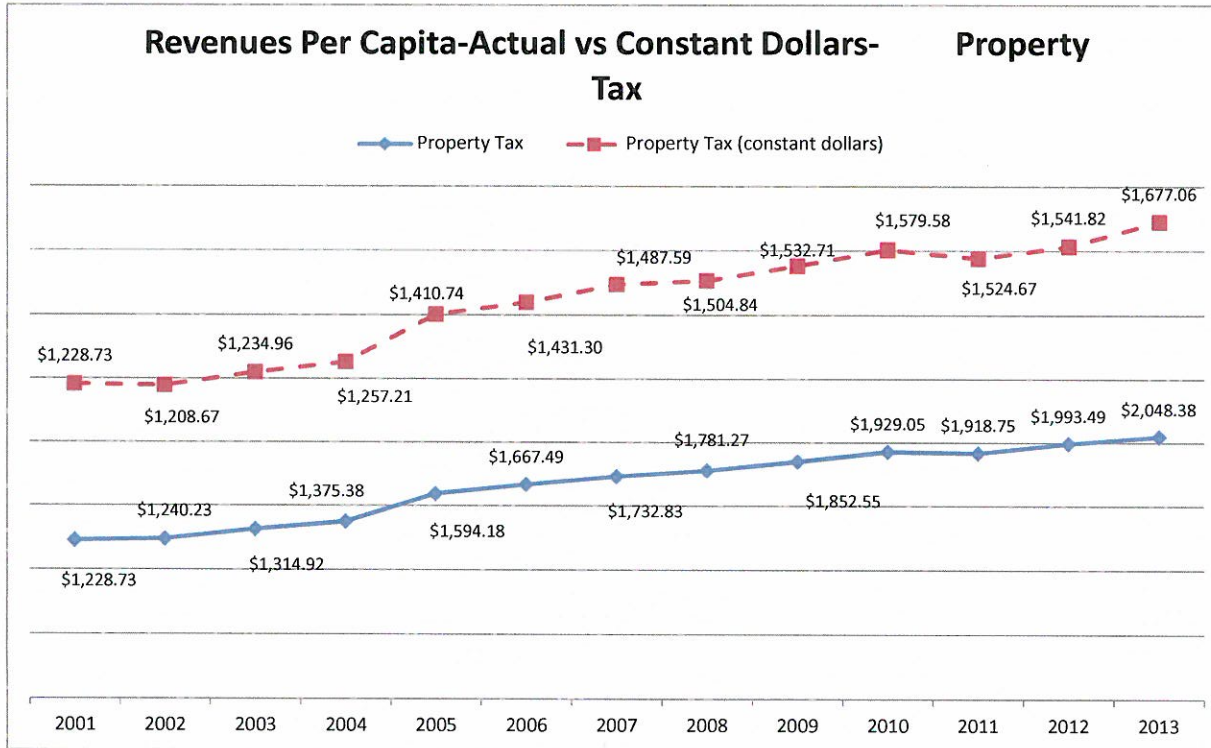
Fiscal Year	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Total Outstanding Excluded Debt Service	\$915,952	\$1,563,470	\$1,683,026	\$1,542,301	\$1,956,691	\$2,192,744	\$1,947,884	\$2,003,940	\$2,094,334	\$1,761,219	\$1,699,756	\$2,017,375
Total Tax Levy	\$16,900,012	\$18,525,895	\$19,406,236	\$21,966,898	\$23,328,878	\$24,284,548	\$24,721,396	\$25,903,674	\$26,693,546	\$27,462,828	\$28,402,595	\$29,596,724
Excluded Debt as a % of Tax Levy	5.42%	8.44%	8.67%	7.02%	8.39%	9.03%	7.88%	7.74%	7.85%	6.41%	5.98%	6.82%
Remainder of Tax Levy	94.58%	91.56%	91.33%	92.98%	91.61%	90.97%	92.12%	92.26%	92.15%	93.59%	94.02%	93.18%

15 - Revenues Per Capita - Actual vs Constant Dollars



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Examining the per capita revenues illustrates the changes in revenues to changes in population. We also look at this measure in terms of constant dollars to adjust for inflation. The chart demonstrates the impact by including both actual and constant dollars. State aid and Local receipts are fairly stable in terms of constant dollars. Real estate taxes have been stable as well. To date, the Town has been able to fund its operating costs under the constraints of Proposition 2 1/2, but it will become increasingly difficult without substantial new growth to add to the tax base.

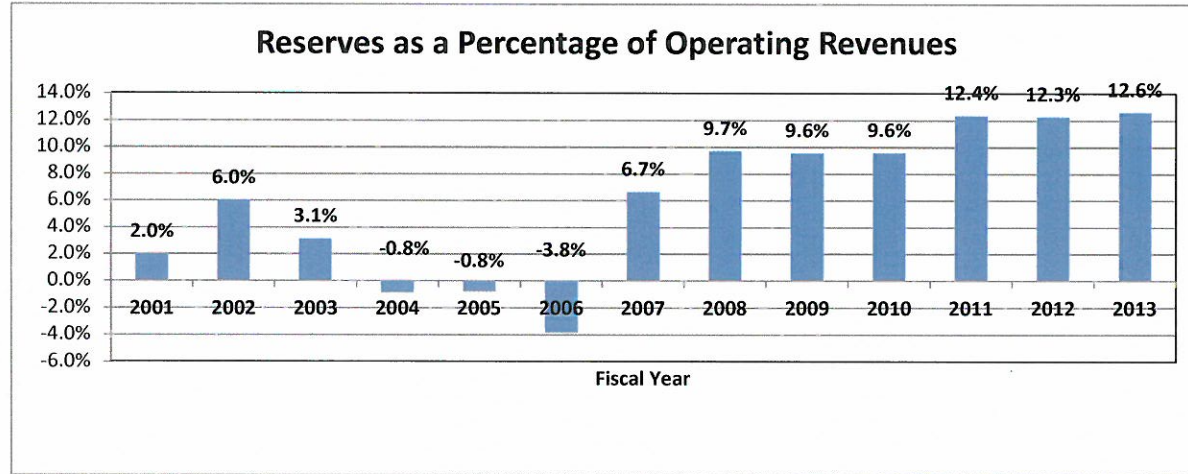


Revenues

Fiscal Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Residential Property Tax Levy	\$ 12,651,912	\$ 13,307,079	\$ 14,685,426	\$ 16,401,158	\$ 17,155,405	\$ 19,410,360	\$ 20,840,115	\$ 21,717,413	\$ 22,093,863	\$ 22,943,700	\$ 23,460,897	\$ 23,996,191	\$ 24,586,940	\$ 25,579,647
Commercial Property Tax Levy	\$ 681,097	\$ 644,563	\$ 629,034	\$ 624,670	\$ 646,999	\$ 723,466	\$ 903,054	\$ 935,905	\$ 945,816	\$ 1,052,982	\$ 1,135,808	\$ 1,193,981	\$ 1,269,861	\$ 1,328,242
Industrial Property Tax Levy	\$ 992,072	\$ 927,998	\$ 901,862	\$ 868,947	\$ 956,691	\$ 1,071,659	\$ 909,261	\$ 909,418	\$ 930,693	\$ 935,263	\$ 952,996	\$ 999,977	\$ 980,863	\$ 1,029,344
Personal Property Tax Levy	\$ 671,411	\$ 677,260	\$ 683,690	\$ 631,175	\$ 647,141	\$ 761,414	\$ 676,448	\$ 721,812	\$ 751,025	\$ 971,729	\$ 1,143,844	\$ 1,272,679	\$ 1,564,931	\$ 1,659,491
Property Tax Total	\$ 14,996,492	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Less - Excluded Debt	\$ -	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 14,996,492	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804	\$ 22,773,513	\$ 23,899,734	\$ 24,599,211	\$ 25,701,609	\$ 26,702,839	\$ 27,579,349
Local Receipts	\$ 4,049,208	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,985	\$ 6,546,661	\$ 7,167,320	\$ 5,851,081	\$ 6,271,504	\$ 6,237,339	\$ 8,094,599	\$ 7,798,904	\$ 9,237,696
State Aid	\$ 6,902,191	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted Property Taxes	\$ 14,996,492	\$ 15,556,900	\$ 15,577,341	\$ 15,930,922	\$ 16,200,452	\$ 18,074,448	\$ 18,345,019	\$ 19,185,262	\$ 19,018,812	\$ 19,773,436	\$ 20,142,768	\$ 20,422,902	\$ 20,652,640	\$ 22,579,929
Adjusted Local Receipts	\$ 4,049,208	\$ 3,954,039	\$ 4,018,873	\$ 4,913,017	\$ 5,842,729	\$ 5,583,929	\$ 5,619,389	\$ 6,224,341	\$ 4,886,405	\$ 5,188,727	\$ 5,107,370	\$ 6,432,095	\$ 6,031,866	\$ 7,563,141
Adjusted State Aid (constant \$)	\$ 6,902,191	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,554,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648
Population	12,496	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Property Tax per Capita	\$1,200.10	\$1,228.73	\$1,240.23	\$1,314.92	\$1,375.38	\$1,594.18	\$1,667.49	\$1,732.83	\$1,781.27	\$1,852.55	\$1,929.05	\$1,918.75	\$1,993.49	\$2,048.38
Local Receipts per Capita	\$324.04	\$312.30	\$319.97	\$405.52	\$496.04	\$492.51	\$510.78	\$562.19	\$457.65	\$486.13	\$489.13	\$604.30	\$582.23	\$686.10
State Aid per Capita	\$552.35	\$589.10	\$619.47	\$629.28	\$624.74	\$629.50	\$652.72	\$775.65	\$834.63	\$895.14	\$851.79	\$835.42	\$842.29	\$853.79
Adjusted Property Tax per Capita	\$1,200.10	\$1,228.73	\$1,208.67	\$1,234.96	\$1,257.21	\$1,410.74	\$1,431.30	\$1,504.84	\$1,487.59	\$1,532.71	\$1,579.58	\$1,524.67	\$1,541.82	\$1,677.06
Adjusted Local Receipts per Capita	\$324.04	\$312.30	\$311.83	\$380.85	\$453.42	\$435.84	\$438.43	\$488.22	\$382.20	\$402.20	\$400.52	\$480.19	\$450.31	\$561.73
Adjusted State Aid per Capita	\$552.35	\$589.10	\$603.71	\$591.01	\$571.06	\$557.06	\$560.27	\$673.60	\$697.02	\$740.60	\$697.48	\$663.84	\$651.45	\$699.02

16 - Reserves & Fund Balance

Declining reserves as a percentage of operating revenues may be considered a warning indicator--between 5% and 15% is optimal and is recommended by the Government Finance Officers Association (GFOA). DOR recommends reserves of not less than 5% as well and Free Cash levels of 3-5%.



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Free cash and a stabilization fund permit greater financial flexibility and provide the Town with funds in the event of a disaster, natural or otherwise. In 2006 Medway addressed a large deficit from several years of improper management. In FY 2007, the Town adopted a fiscal policy that includes maintaining reserves at a healthy level. The policy also addresses the appropriate uses for reserves. Reserves have been rebuilt over the past five years to an appropriate level. These reserves are in part responsible for Medway's greatly improved bond rating.

Formula	Undesignated Fund Balance / Operating Revenue												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Certified Free Cash	-\$73,307	\$1,111,626	\$201,529	-\$870,290	-\$867,855	-\$1,886,744	\$1,864,934	\$1,743,848	\$2,027,149	\$1,196,814	\$2,058,074	\$2,036,318	\$1,995,401
Stabilization Fund	\$624,292	\$689,533	\$760,894	\$583,361	\$583,361	\$399,617	\$769,135	\$2,117,499	\$2,148,896	\$2,967,359	\$3,757,497	\$3,740,957	\$4,348,977
Net Operating Revenue	\$27,577,788	\$29,903,018	\$30,574,110	\$33,996,683	\$36,232,411	\$38,864,817	\$39,532,701	\$39,709,480	\$43,652,040	\$43,402,874	\$47,039,438	\$47,015,399	\$50,285,610
Free Cash as a % of Operating Revenues	-0.3%	3.7%	0.7%	-2.6%	-2.4%	-4.9%	4.7%	4.4%	4.6%	2.8%	4.4%	4.3%	4.0%
Stabilization Fund as a % of Operating Revenues	2.3%	2.3%	2.5%	1.7%	1.6%	1.0%	1.9%	5.3%	4.9%	6.8%	8.0%	8.0%	8.6%
Reserves as a % of Operating Revenues	2.0%	6.0%	3.1%	-0.8%	-0.8%	-3.8%	6.7%	9.7%	9.6%	9.6%	12.4%	12.3%	12.6%

TAX RATE AND WS RATE ANALYSES- 2014 RATES

ALLOCATION OF TAX RATE TO APPROPRIATED EXPENSES:

2014 TAX RATE:		\$18.84	
FY 2014 BUDGET SALARY/EXPENSE BREAKDOWN:			
Expense:	Expense	% of Total Expenses	\$ of Rate Attributable to Item
<u>DEPARTMENT SALARIES:</u>			
EDUCATION	\$ 19,378,704	45.3%	\$8.53
PUBLIC WORKS	\$ 567,742	1.3%	\$0.25
PUBLIC SAFETY	\$ 2,702,797	6.3%	\$1.19
HEALTH & HUMAN SERVICES	\$ 157,860	0.4%	\$0.07
CULTURE & RECREATION	\$393,960	0.9%	\$0.17
GENERAL GOVERNMENT	\$1,401,566	3.3%	\$0.62
DEBT SERVICE for Debt Exclusions	\$2,478,180	5.8%	\$1.09
OTHER DEBT SERVICE	\$959,354	2.2%	\$0.42
UNCLASSIFIEDS	\$6,789,711	15.9%	\$2.99
<u>DEPARTMENT EXPENSES:</u>			
EDUCATION	\$5,445,294	12.7%	\$2.40
PUBLIC WORKS	\$1,040,385	2.4%	\$0.46
PUBLIC SAFETY	\$368,639	0.9%	\$0.16
HEALTH & HUMAN SERVICES	\$155,724	0.4%	\$0.07
CULTURE & RECREATION	\$149,256	0.3%	\$0.07
GENERAL GOVERNMENT	\$803,584	1.9%	\$0.35
TOT TOWN MEETING APPROPRIATION	\$ 42,792,756	100%	\$18.84

2014 TAX RATE:		\$18.84	
FY 2014 BUDGET			
Expense:	Expense	% of Total Expenses	\$ of Rate Attributable to Item
EDUCATION TOTAL	\$ 24,823,998	58.0%	\$10.93
PUBLIC WORKS	\$ 1,608,127	3.8%	\$0.71
PUBLIC SAFETY	\$ 3,071,436	7.2%	\$1.35
HEALTH & HUMAN SERVICES	\$ 313,584	0.7%	\$0.14
CULTURE & RECREATION	\$543,216	1.3%	\$0.24
GENERAL GOVERNMENT*	\$2,205,150	5.2%	\$0.97
DEBT SERVICE for Debt Exclusions	\$2,478,180	5.8%	\$1.09
OTHER DEBT SERVICE	\$959,354	2.2%	\$0.42
UNCLASSIFIEDS**	\$6,789,711	15.9%	\$2.99
TOWN MEETING APPROPRIATION	\$42,792,756	100%	\$18.84

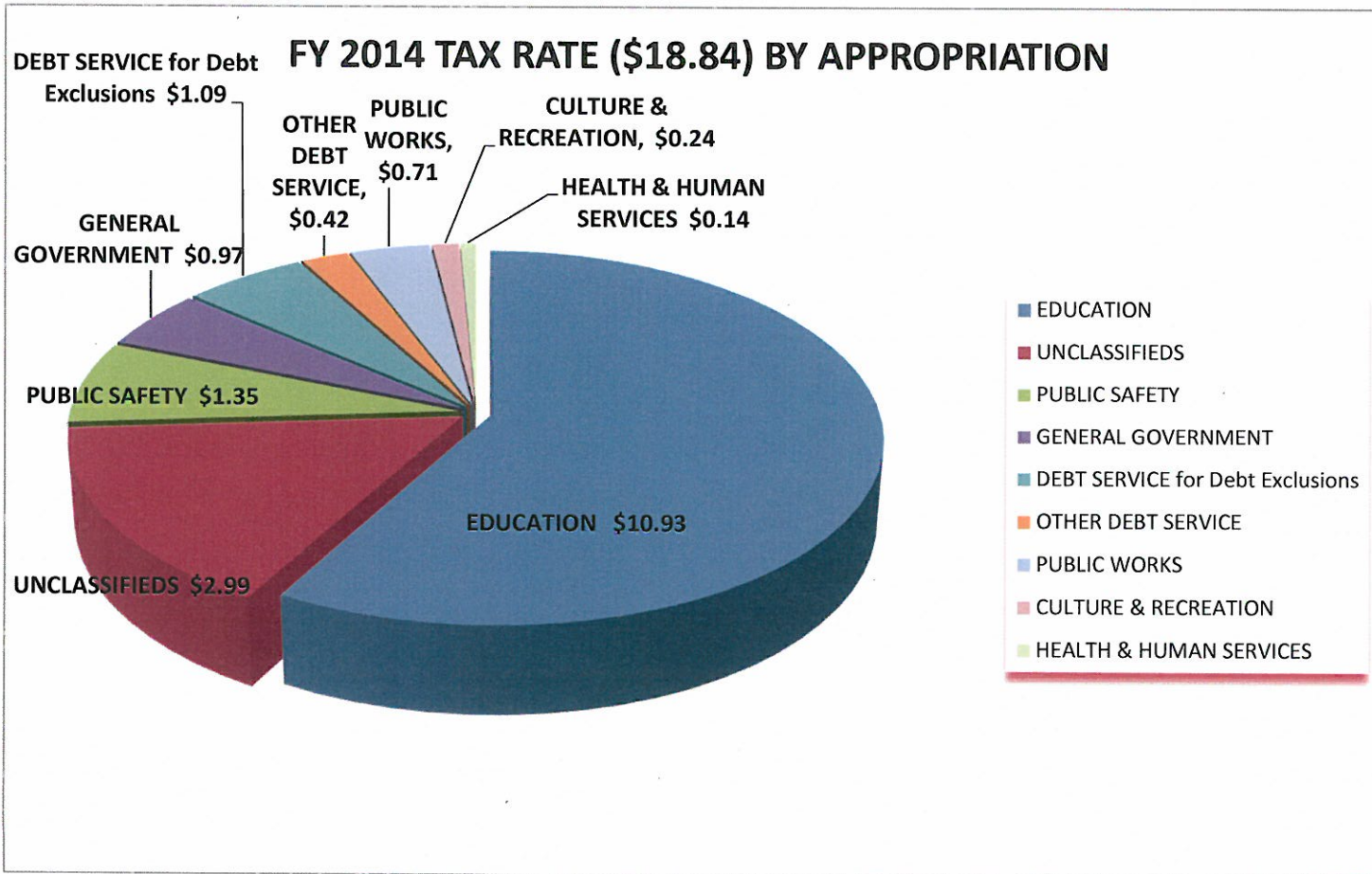
*includes all Committee/Board expense and FinCom reserve
 ** includes benefits for all employees and property/liability insurances

WATER ENTERPRISE FUND EXPENSE RATE ALLOCATION:			
AVG. USER'S RATE		\$5.61	
FY 2014 BUDGET			
Expense:	Budgeted Expense	% of Total Expenses	\$ of Rate Attributable to Item
Salaries	\$553,162	26.9%	\$1.51
Indirect Costs	\$193,200	9.4%	\$0.53
Expenses	\$524,050	25.5%	\$1.43
WATER Debt DS	\$785,532	38.2%	\$2.14
Tot Enterprise Expense	\$2,055,944	100.0%	\$5.61

SEWER ENTERPRISE FUND EXPENSE RATE ALLOCATION:			
AVG. USER'S RATE		\$3.53	
FY 2014 BUDGET			
Expense:	Projected Expense	% of Total Expenses	\$ of Rate Attributable to Item
Salaries	\$173,906	17.8%	\$0.63
Indirect Costs	\$71,892	7.3%	\$0.26
Expenses (less Charles River)	\$95,880	9.8%	\$0.35
SEWER Debt DS	\$208,165	21.3%	\$0.75
Charles River Pollution	\$429,660	43.9%	\$1.55
Tot Enterprise Expense	\$979,503	100.0%	\$3.53

FY 2014 TAX RATE BY APPROPRIATION

EDUCATION	\$	10.93
UNCLASSIFIEDS	\$	2.99
PUBLIC SAFETY	\$	1.35
GENERAL GOVERNMENT	\$	0.97
DEBT SERVICE for Debt Exclusions	\$	1.09
OTHER DEBT SERVICE	\$	0.42
PUBLIC WORKS	\$	0.71
CULTURE & RECREATION	\$	0.24
HEALTH & HUMAN SERVICES	\$	0.14



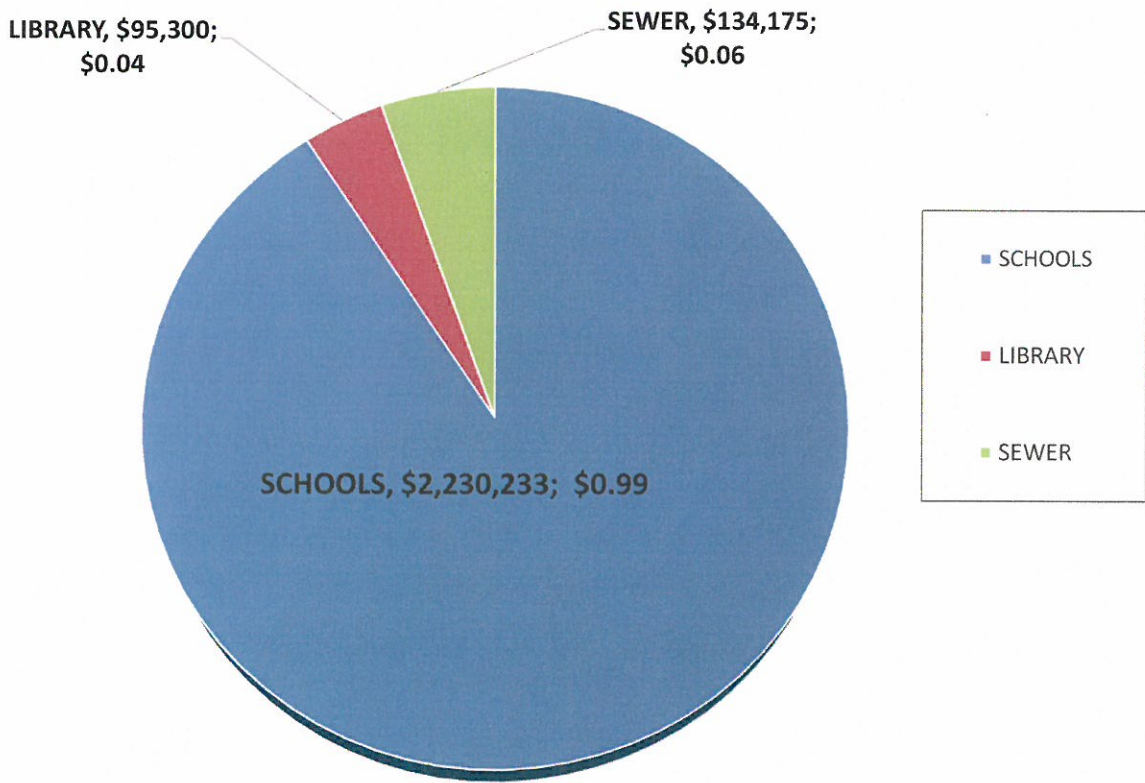
DEBT SERVICE for Debt Exclusions	\$2,478,180	5.8%	\$1.09
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MIDDLE SCHOOL REPAIR	921,688
LIBRARY	95,300
NEW HIGH SCHOOL	839,164
NEW ELEMENTARY SCHOOL	88,600
SCHOOL BUILDING REMODEL	183,592
SEWER CONSTRUCTION	134,175
LAND FOR SCHOOL	20,800
LAND FOR SCHOOL	120,628
SCHOOL BUILDING	55,762

2,459,708

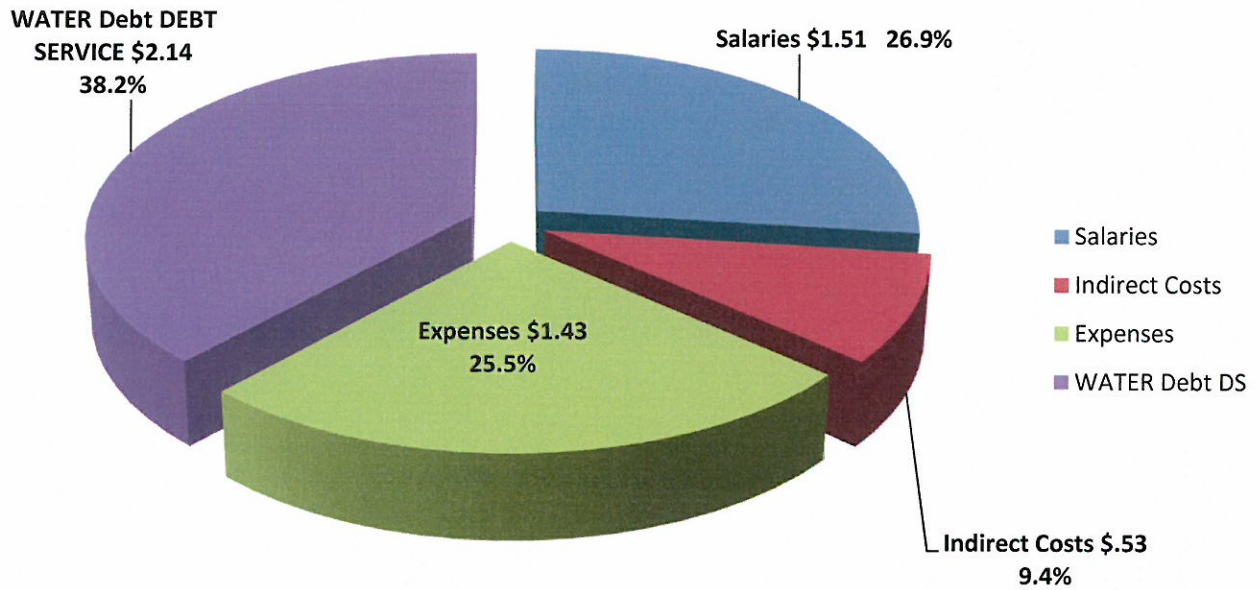
SCHOOLS	\$	0.99	90.67%	2,230,233
LIBRARY	\$	0.04	3.87%	95,300
SEWER	\$	0.06	5.45%	134,175
		1.09	100.00%	2,459,708

DEBT EXCLUSION TAX RATE (\$1.09) BY PURPOSE



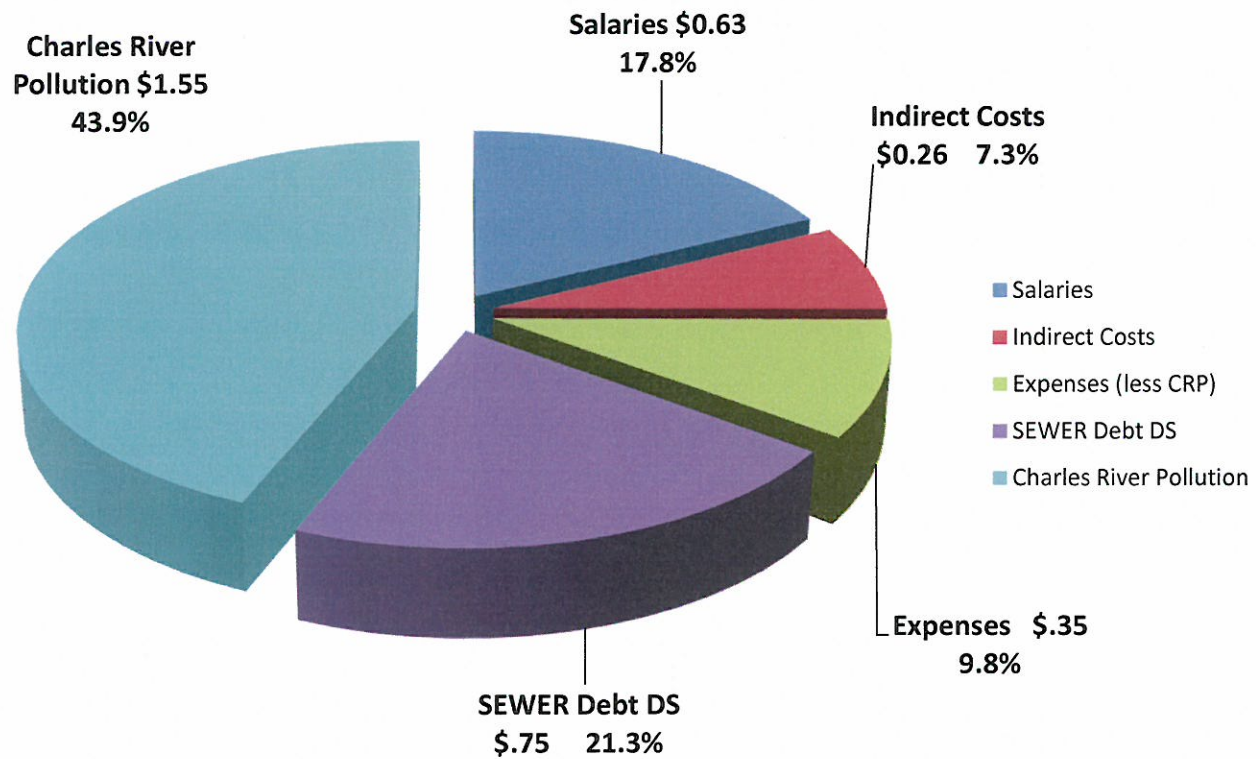
Expense:	
Salaries	\$1.51
Indirect Costs	\$0.53
Expenses	\$1.43
WATER Debt DS	\$2.14
TOTAL	\$5.61

2014 WATER RATE (\$5.61) COST ANALYSIS



Salaries	\$0.63
Indirect Costs	\$0.26
Expenses (less CRP)	\$0.35
SEWER Debt DS	\$0.75
Charles River Pollution	\$1.55
TOTAL	\$3.53

2014 SEWER RATE (\$3.53) COST ANALYSIS



AGENDA

ITEM #2

Town Counsel Reappointment Request – Petrini & Assoc., P.C.

Associated back up materials attached.

- Town Counsel correspondence requesting reappointment

Proposed Motion: I move that the Board reappoint Petrini & Associates as Town Counsel for the Town of Medway for a three-year term.

Christopher J. Petrini
cpetrini@petrinilaw.com

372 Union Avenue | Framingham, MA 01702
(Tel) 508-665-4310 | (Fax) 508-665-4313
www.petrinilaw.com

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Christopher L. Brown
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Peter L. Mello
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Robert D. Smith
rsmith@petrinilaw.com

April 8, 2014

Board of Selectmen
Town of Medway
155 Village Street
Medway, MA 02053

Re: Request for Reappointment as Town Counsel

Dear Members of the Board of Selectmen:

On behalf of Petrini & Associates, P.C., I request that the Board of Selectmen re-appoint the firm as Town Counsel for the Town of Medway. As you know, Petrini & Associates was appointed as Town Counsel effective January 1, 2007, for a period of 18 months, and reappointed in June of 2008 and June of 2011 for additional three year terms. During our time as Town Counsel, we have provided cost-effective and responsive Town Counsel services to the Town. As promised, we have provided high-level legal services and advice by experienced attorneys, in a timely and efficient manner. Among the many issues addressed during our tenure as Town Counsel were the drafting of a new town charter, preparing town meeting warrants and attending town meeting, contract reviews, legal opinions on a wide variety of issues such as zoning and finance, real estate conveyances, chapter 61B, the Community Preservation Act, working with the planning board on special permit and subdivision applications, water and sewer issues, drafting and reviewing legal documents, preparing easements, defending appeals of planning and zoning board decisions, and the sewer litigation. I believe that I and the other members of Petrini & Associates have established a good working relationship with the Board of Selectmen, Town Administrator, department heads, town officials and other town boards and committees. We look forward to continuing that relationship and using our knowledge of the town gained over the past seven years to continually improve our services to the Town.

We therefore request that the Board re-appoint Petrini & Associates, P.C. as Town Counsel. We propose that our retainer for basic town counsel services be increased from \$60,000 per fiscal year to \$62,000 per fiscal year, effective July 1, 2014. As you may recall, our retainer did not increase for fiscal year 2014, thus this proposal represents a modest increase. The request for an increase in fiscal year 2015 is based on the level of use of basic town counsel services. For fiscal year 2013, Petrini & Associates waived over \$40,000 in fees under the

Board of Selectmen
April 8, 2014
Page 2

retainer. For fiscal year 2014, we have waived almost \$14,000 in fees under the retainer through the end of March. To date, the discounts provided to the Town of Medway since January of 2007 total over \$148,000.00. We also propose increasing our hourly rates for all attorneys by \$5.00 per hour effective July 1, 2014 in order to help keep pace with our escalating costs.

We propose to continue unchanged all other terms of our agreement with the Town, such as what constitutes basic services, no charge for travel time to and from the Town Hall, and billing of expenses at cost. We will continue to work with the Town Administrator and other town officials to control legal costs, and to recover legal fees from third parties wherever possible.

We also ask that the Board consider re-appointing Petrini & Associates for a longer term, such as two or three years. If the Board is willing to explore this option, we would propose that the hourly rates for all attorneys increase by \$5.00 on the first day of the second and third years, and that the retainer amount increase to \$65,000 the second year and not increase and remain the same in the third year, thus extending a further discount to Medway. We believe that the Town will benefit from the stability of an experienced Town Counsel, as well as the certainty of reasonable rates for legal services.

We look forward to continuing as Town Counsel for the Town, and appreciate the trust that the Board has placed in us to be Town Counsel. I hope that the Board will agree that the Town has received excellent service since our appointment, and will re-appoint us to continue serving the Board and the Town. Thank you.

Very truly yours,



Barbara J. Saint André

cc: Suzanne K. Kennedy, Town Administrator
Christopher J. Petrini, Esq.

AGENDA

ITEM #3

**Approval – Sewer Easement –
70 Oakland St**

Associated back up materials attached.

- Easement deed

Proposed Motion: I move that the Board approve the sewer easement for 70 Oakland Street as presented.

EASEMENT DEED

The Town of Medway, Massachusetts, a municipal corporation with a usual place of business at 155 Village Street, Medway (hereinafter called the Grantor), for consideration paid of one dollar, hereby grants to Kimberly Karolides and Robert Karolides of 70 Oakland Street, Medway, Massachusetts, their nominees, successors and assigns (hereinafter called the Grantees) a perpetual easement for the purpose of constructing and maintaining a sewer line, as shown on a plan by William E. Rainey, RLS entitled "**Proposed Sewer Easement 70 Oakland Street, Medway Mass.**" Dated 2 November 2013, which is to be recorded with this deed.

The proposed sewer line is to connect a 6" Schedule 40 PVC gravity sewer from a proposed sewer manhole on the property at 70 Oakland Street to an existing sewer manhole on property occupied by the Town of Medway Senior Center at 76 Oakland Street.

The Easement is described as follows: Beginning at the Northwest corner of the property at a stone bound marking the mutual corner of 70 and 76 Oakland Street and continuing N14°-38'-31" E along Oakland Street for 139.37 ft. then S 75°-21'-29" E for 20.00 ft. then turning S 14°-38'-31" W 138.76 ft. and then turning N 77°-05'-00" W 20.01 ft. to the point of beginning.

The Grantees, their heirs, nominees, successors and assigns agree to hold the Grantor and its nominees, successors and assigns harmless from and against any and all liability for injury or damage to persons or property resulting from construction, repair and /or maintenance within the sewer easement created by this conveyance.

This conveyance is made in accordance with the vote taken under Article 23 of the Medway Annual Town Meeting on May 13, 2013.

No deed stamps are due on this conveyance pursuant to G.L. c. 64D, §1.

Witness our hands and seals this _____ day of _____, 2014

Town of Medway, By its Board of Selectmen

Glenn Trindade, Chairman

Richard D'Innocenzo

Dennis Crowley

John Foresto

Maryjane White

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this _____ day of _____, 2014 before me, the undersigned notary public, personally appeared the members of the Medway Board of Selectmen, proved to me through satisfactory evidence of identification, which were

- () Massachusetts Driver's License
- () Notary public's personal knowledge of the individual
- () Other: _____

To be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Medway Board of Selectmen.

Notary Public

My Commission expires: _____

AGENDA

ITEM #4

**Authorization of Chairman to
Execute Contract with L. J.
Boudreau Associates for Real
Estate Appraisal Services -
\$14,900**

Associated materials attached.

- Contract
- Original proposal

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with L. J. Boudreau Associates for real estate appraisal services related to the Oak Grove Title Work Plan in an amount not to exceed \$14,900 pending the approval of the Town Accountant with respect to available funds.

CONTRACT BETWEEN THE TOWN OF MEDWAY
and
Leon J. Boudreau, dba L. J. Boudreau Associates

This Agreement is made on this 11th day of April, 2014, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Leon J. Boudreau (hereinafter, "Contractor") whereby the Town and Contractor contract for *goods or services* under the terms and conditions set forth herein.

I. GOODS

Contractor shall provide real estate appraisal services pursuant to the Town's specifications. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required certificates of insurance required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

II. COMPENSATION

The Town agrees to pay the Contractor \$ 14,900.00 for the *goods or services* delivered pursuant to this contract. Upon delivery of the *goods or services* contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said *goods or services*, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

III. TIME FOR PERFORMANCE

All *goods or services* pursuant to this contract shall be delivered by the Contractor no later than six weeks from date of authorization to proceed with assignment.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract. The Contractor hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

V. INSURANCE

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

V. TERMINATION

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor.

VI. NOTICES

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:
Town Administrator
Town of Medway
155 Village Street
Medway, MA 02053

Contractor:
Name Leon J. Boudreau
Title Owner

Company L. J. Boudreau Associates
Address P. O. Box 7574
Fitchburg, MA 01420

VII. GOVERNING LAW

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

VIII. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

Town of Medway by its
Board of Selectmen



For
By its duly authorized representative

Date: _____

Date: _____

Approved as to availability of funds:

Approved as to form:

Town Accountant



Town Counsel

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Leon J. Boudreau is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



For
By their duly authorized representative

Social Security number or Tax Identification number: Tax I.D. 04-2594781

General Contract for Goods-Services

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual



April 11, 2014

Signature

Date

Leon J. Boudreau

028-24-1916

Name (please print or type)

Social Security Number

Corporate

N/A Sole Proprietorship

Corporate Name (please print or type)

Signature of Corporate Officer

Date

Name of Corporate Officer (please print or type) Title

Taxpayer Identification Number

- As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, appearing to read "L. J. Boudreau".

Signature of individual submitting bid or proposal

L. J. Boudreau Associates

Name of Business (please type or print)

L. J. BOUDREAU ASSOCIATES

Leon J. Boudreau, SRA, MRA

Real Estate Appraiser, Certified General MA License #289

P.O. Box 7574
Fitchburg, MA 01420
Tel: 978-342-1084

Fax: 978-537-3680
Cell: 978-807-9545
leon1@comcast.net

January 27, 2014

Mr. Robert Hubbard
172 Main Street
Baldwinville, MA 01436

Re: Oak Grove Project
Town of Medway, MA

Dear Rob:

I am submitting the following in reply to your request in regard to the above-referenced property.

I propose to complete real estate appraisals of the properties as outlined on the *Oak Grove Title Work* plan as follows.

- Two residential single-family homes on Medford Street owned by Richard Williams.
- Appraisals of the Richard Williams vacant land on the west side of Trotter Drive.
- Appraisals on the land of different owners on the west side of Trotter Drive.

The scope of work to be performed in the appraisal will include exterior visual inspection of the single-family homes; observation of the vacant land from the roadway; and a review of available maps, plans and available data with reference to the property.

I will submit the individual reports in a condensed format compliant with the rules and regulations of the Uniform Standards of Professional Appraisal Practice.

My total fee for completing the above-referenced assignment will be \$7,900.00

Individual Membership: Appraisal Institute, Massachusetts Board of Real Estate Appraisers

Mr. Rob Hubbard
January 27, 2014
Page 2

Further, I propose to complete real estate appraisals as outlined above of the properties outlined on the *Oak Grove Title Work* plan on the east and west sides of Trotter Drive for a total fee of \$14,900.00.

Thank you for considering me in this project. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leon".

Leon J. Boudreau, SRA, MRA
Real Estate Appraiser

AGENDA

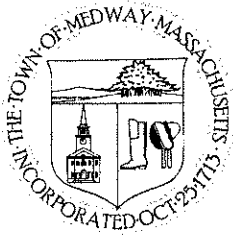
ITEM #5

Authorization of Chairman to Execute Contract for Catch Basin Cleaning – Truax Corp. - \$80,000

Associated back up materials attached.

- Memo re: contract
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Truax Corp. for catch basin cleaning services in an amount not to exceed \$80,000.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services

Date: May 5, 2014

RE: **Truax Corporation – Catch Basin Cleaning**

Please find attached three (3) copies of a contract for **Truax Corporation – Catch Basin Cleaning**. Contract provides for labor and material to perform Catch Basin Cleaning throughout Medway for two year contract.

Total contract amount not to exceed \$80,000

Bid opening results based on per unit cleaning

Per Catch Basin

Truax Corp.	\$19.10
Roadway Maintenance	\$27.95
National Water	\$91.50

We greatly appreciate your consideration of this issue.

HIGHWAY – WATER – SEWER – FLEET – PARKS – FACILITIES – SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Catch Basin Cleaning**, (hereinafter referred to as the "Services"), shall be effective as of the date it becomes fully executed by all parties hereto and between **Truax Corporation**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 2186, Plainville, MA 02762 (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal dated February 6, 2014 for bid opening.
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents to perform Catch Basin Cleaning. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This service agreement is effective as of the date of execution above and shall remain in effect until March 31, 2016.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$80,000.00 at \$19.10 per Catch Basin.

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Tom Holder, DPS Director
Town Hall
155 Village Street
Medway, MA 02053

Contractor:

Jean Truax
Truax Corporation
P.O. Box 2186
Plainville, MA 02762

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

- (c) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price for payment of labor and materials used to carry out the Contract.

ARTICLE 14: GUARANTEE OF WORK

- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 18: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

ARTICLE 19: GENERAL LAWS

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: Truax Corporation

TOWN OF MEDWAY
By its Board of Selectmen

By: Jean Elizabeth Truax

Title: JEAN ELIZABETH TRUAX
PRESIDENT

Corporate Seal:

DATE: _____

Thomas Holder - Director
Department of Public Service

Carol Pout
Town Accountant
Dated: 4/30/14

Approved As To Form
Carol Pout
Town Counsel
Dated: 4/25/2014

Funding Source (multi-year contract):

Account: 01422052 - 5257

Exhibit B

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, JEAN ELIZABETH TRUAX authorized signatory
(Name and Title) PRESIDENT

for Truax Corporation, whose principal
(Name of Contracting Party)

place of business is at, 116 Washington St Plainville MA do hereby certify
under the pains and penalties of perjury that Truax Corporation
(Name of Contracting Party)

has complied with all the laws of the Commonwealth relating to taxes.

04-3556935

Social Security Number or Federal Identification Number

Jean E Truax
Authorized Signature

JEAN ELIZABETH TRUAX

Corporate Officer (if applicable) PRESIDENT


4/20/14
Date

CERTIFICATE AS TO CORPORATE BIDDER

I Lloyd Y Truax
Certify that I am Secretary of the
Corporation named as Bidder in the within Bid Form that JEAN ELIZABETH TRUAX
PRESIDENT

President who signed said Bid Form on behalf of the Bidder was then
of said Corporation; that I know ^{her} ~~his~~ signature and
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)


(Signature)

Secretary
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit D

CERTIFICATE OF AUTHORITY

(to be filed if Contractor is a Corporation)

I, Lloyd M Trax, hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of Trax Corporation and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 2/22/14,
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED:

To authorize and empower

Jean Elizabeth Trax

By: [Signature]
(Secretary of Corporation)

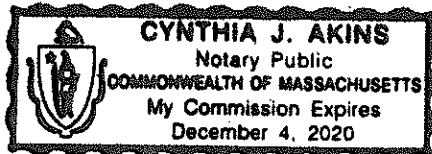
Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: Dec 4, 2020
(Date)



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business:

Truax Corporation

Signature:

Jean Elizabeth Truax

JEAN ELIZABETH TRUAX

Name of Person signing Bid:

PRESIDENT

PERFORMANCE BOND

Bond No. MAC 40929

KNOW ALL MEN BY THESE PRESENTS that:

Truax Corporation, 116 Washington Street, Plainville, MA 02762
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Merchants Bonding Company (Mutual)
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway as oblige, in the sum of

Thirty Eight Thousand and No/100ths dollars
(Contract amount)

(\$ 38,000), for payment whereof Contractor and Surety bind themselves,
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 2014, entered into a contract with the Town of Medway for Catch Basin Cleaning in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect. The surety hereby waives notice of any alteration or extension of time made by the Town of Medway and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Town of Medway to be in default under the Contract, the Town of Medway having performed Town of Medway's obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with it's terms and conditions, and upon determination by the Town of Medway the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Town of Medway and make available as work progress (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under his paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; by not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Catch Basin Cleaning,
Medway Town Hall, 155 Village Street, Medway, MA

Rev. March 24, 2014

PERFORMANCE BOND

The term "'balance of the contract price", as used in this paragraph, shall mean the total amount payable by Town of Medway to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Medway to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town of Medway or successors of Town of Medway.

Signed and Sealed this 20th day of April, 2014.

Truax Corporation Jean E Truax
(Principal) (Seal)
JEAN ELIZABETH TRUAX

Cynthia J. Ulin
(Witness) PRESIDENT

office Manager
(Title)

[Signature]
(Witness)

Merchants Bonding Company (Mutual)
BONDING COMPANY

By:
Mark D. Leskanic
(Attorney-in-fact) Mark D. Leskanic

PAYMENT BOND

Bond No. MAC 40929

KNOW ALL MEN BY THESE PRESENTS that:

Truax Corporation, 116 Washington Street, Plainville, MA 02762
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Merchants Bonding Company (Mutual)
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway as obligee, in the sum of
Thirty Eight Thousand and No/100ths dollars
(Contract amount)

(\$ 38,000), for payment whereof Contractor and Surety bind themselves,
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 2014, entered into a contract with the Town of Medway for Catch Basins Cleaning in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

NOW THE CONDITION OF THIS OBLIGATION is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39A as amended and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

Signed and Sealed this 20th day of April, 2014.

Truax Corporation Jean Elizabeth Truax
(Principal) (Seal) JEAN ELIZABETH TRUAX
PRESIDENT

(Witness)

(Title)
[Signature]

(Witness)

Merchants Bonding Company (Mutual)
BONDING COMPANY

By: Mark D. Leskanc
(Attorney-in-fact) Mark D. Leskanc

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Mark D Leskanic

of **Waltham** and State of **MA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Ten Million (\$10,000,000.00) Dollars

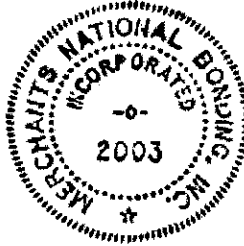
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of **March**, 2012.



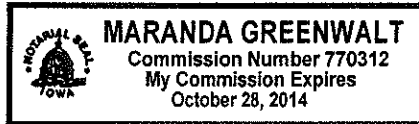
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of **March**, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

TRUAX-1

OP ID: TM

DATE (MM/DD/YYYY)

04/16/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	781-642-9000	CONTACT NAME:
	781-647-3670	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED Truax Corporation P.O. Box 2186 Plainville, MA 02762		INSURER A : Arbella Protection Insurance 41360
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	8500053990	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phys Dam	X	1020017818	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil ACV \$ DED:1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4600053992	01/01/14	01/01/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	9119590112	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Town of Medway is named additional insured with regards to General Liability (per 30 AP 2037 03/08 and 30 AP 2039 03/08) and Auto Liability (per 26 AP 1034 08 13) as attached.

CERTIFICATE HOLDER**CANCELLATION**

MEDWAMA

Town of Medway
155 Village Street
Medway, MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1/15



ARBELLA
INSURANCE GROUP

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR COMMERCIAL GENERAL LIABILITY
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Insured – Owners or Contractors

Section II – Who is an Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, executed prior to an "occurrence", that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insured's, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

subcontractor engaged in performing operations for a principal as part of the same project.

If required by the written contract or agreement, Coverage afforded to an additional insured will be primary and non-contributory to any policy where the additional insured is listed as a named insured. Coverage is not primary to other policies providing coverage to the additional insured.

B. Additional Insured – Lessors of Premises

Section II – Who is Insured, is amended to include as an insured the lessor of premises leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant of that premises
2. Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

C. Additional Insured – Leased Equipment

Section II -- Who is Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written contract or agreement, executed prior to an "occurrence", that such person or organization be included as an additional insured under your policy.

Coverage is limited to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insured's, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

D. Broadened Property Damage – Borrowed Equipment

Subparagraphs (3) and (4) of Exclusion j, of coverage A, Section I, does not apply to equipment of others at your job sites, provided this equipment is not being used to perform operations at the time of the loss.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible portion thereof), whether primary, excess, contingent or on any other basis.

The most we will pay under this provision is \$ 5,000 for any one "occurrence" and \$ 15,000, for all "property damage" which takes place during an annual policy term.

E. Limits of Insurance – Increased Coverage for Damage to Premises Rented to You and Medical Expense

The following are added to Section III - LIMITS OF INSURANCE:

1. The limit of liability for **Damage to Premises Rented to You** shown as **Fire Damage Limit** on the Declarations page is increased to \$300,000.
2. The limit of liability for **Medical Expense** shown on the Declarations page is amended to \$15,000.

F. Amendment - Aggregate Limits of Insurance (Per Construction Project)

The General Aggregate Limit as defined in SECTION III (2) will apply in all instances except in an instance where the named insured is required, pursuant to a written contract executed prior to occurrences, to maintain insurance that affords a separate General Aggregate Limit for a designated construction project (Designated Construction Project General Aggregate Limit). In such instance, the following will apply.

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to ongoing operations at a single designated construction project:
 - a. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - (1) Insured's;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project:
 - a. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
4. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans,

blueprints, designs, specifications or timetables, the project will still be deemed to be the same designated construction project.

6. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this amendment shall continue to apply as stipulated. There will be no stacking of the General Aggregate Limit with any Designated Construction Project General Aggregate Limit.

G. Incidental Malpractice Coverage for Employees

Paragraph 2.a. (1)(d) of Section II, WHO IS AN INSURED, is amended to read as follows:

(d) Arising out of his or her providing or failing to provide professional health care services, unless such services as a nurse, emergency medical technician or paramedic care performed in the course of his or her employment for you.

H. Paragraph 8, "Transfer of Rights OF Recovery Against Others to Us" of Section IV, COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to read:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "work" when you and said person or organization have agreed in a written contract or agreement prior to the injury or damage to waive such rights.

I. Notice to Company

The following condition is added to Section IV, COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice to Company

If you report an "occurrence" or offense to your Workers Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.



POLICY NUMBER: 8500053990
Policy Expiration Date: 1/1/2015

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO NAME UNDER TERMS OF A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO BY YOU	ALL OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Who Is An Insured** - (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only:
 1. With respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"; and
 2. Only when you and such person(s) or organization(s) have agreed in a written contract or agreement, in effect during this policy period, that such person(s) or organization(s) be added as an additional insured on your policy; and
 3. Only when such written contract or agreement has been executed by you prior to the "occurrence" for which coverage is sought.

- B. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement, or in the Declarations of this policy, whichever is less. These limits are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- C. Coverage afforded by this endorsement to the additional insured does not apply to "bodily injury" or "property damage" that occurs beyond:
 1. The period of time required by such written contract or agreement,
 2. Three (3) years from the date of completion of "your work" on the project which is the subject of the written contract or agreement;
 3. The effective date of the cancellation or the non-renewal of this policy;

4. The effective date of any deletion of, or any removal of this additional insured endorsement from this policy; or
5. The date of any other interruption or lapse of this policy, whichever is less.

- D With respect to the insurance afforded to these additional insured's, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render any professional architectural, engineering or surveying services, including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

- E. If required by the written contract or agreement, coverage afforded to an additional insured will be primary and non-contributory to any policy where the additional insured is listed as a Named Insured. Coverage is not primary to other policies providing coverage to the additional insured. We will share with those policies by the method described in this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTOMOBILE ANCHOR PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL CONDITIONS

Coverage provisions 13-22 are applicable to a covered auto only when underlying coverage of full collision and comprehensive or specified causes of loss is purchased for that auto.

Coverage provision 23 is applicable to a covered auto only when underlying coverage of full collision, comprehensive or specified causes of loss, and loss of use / rental reimbursement with a minimum limit of \$20 per day for 30 days is purchased for all owned motorized autos insured under the policy.

Coverage provision 24 is applicable to a covered auto only when underlying coverage of full collision, comprehensive or specified causes of loss, and loss of use / rental reimbursement with a limit of \$20 per day for 30 days is purchased for that auto.

1. BROADENED NAMED INSURED

SECTION II - LIABILITY COVERAGE

Paragraph A.1. Who Is An Insured is amended to add the following as insureds:

- d.(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock during the period for which this endorsement is effective, if there is no other similar insurance available to that organization. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy, or that would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.
- d.(2) An organization which is acquired or formed by you, and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization that is a joint venture or partnership that is an "insured" under any other policy, that has exhausted its limit of insurance under any other policy, or 180 days or more after its acquisition or formation by you, unless you have given us the notice of acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

2. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE

Paragraph A.1. Who Is An insured is amended to add the following as insureds:

Any person or organization with whom you have agreed in writing in a contract, agreement, or permit to provide insurance with respect to the operation or use of a covered "auto".

This coverage does not apply unless said written contract or agreement has been executed, or said permit has been issued, prior to the "bodily injury" or "property damage".

If required by the written contract or agreement, coverage afforded to an additional insured will be primary and non-contributory to any policy where the additional insured is listed as a Named Insured. Coverage is not primary to other policies providing coverage to the additional insured. We will share with those policies by the method described in this policy.



10. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS A.5 is amended by adding the following: We have the right to recover from anyone for payments we make caused by "bodily injury", "property damage" or "loss" to a covered "auto" or its equipment to which this insurance applies.

We will not enforce our right against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

12. DRIVE OTHER CAR COVERAGE FOR SOLE PROPRIETORS, EXECUTIVE OFFICERS OR PARTNERS

A. This endorsement changes only those coverages where a premium is shown in the Declarations.

B. Changes In Liability Coverage

1. Any "auto" you hire, borrow or don't own is a covered "auto" for Liability Coverage while being used by you, any of your executive officers, or any of your partners, except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual "insured" and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph 6.B.1. of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to Who Is An Insured:

Any individual "insured" and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you hire, borrow or don't own is a covered "auto" while in the care, custody, or control of your executive officers except:

1. Any "auto" owned by that individual or by any member of his or her household.
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Executive officer" means a person holding any of the officer positions created by your company charter, constitution, bylaws, or any other similar governing document.

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

This coverage is excess over any other collectible insurance.



AGENDA

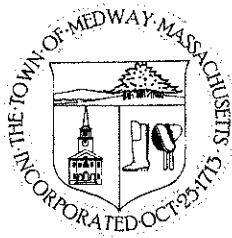
ITEM #6

**Authorization of Chairman to Execute
Contract for Household Hazardous
Waste Collection (May 17, 2014) – Clean
Harbors Environmental Services, Inc. -
\$10,000**

Associated back up materials attached.

- Memo re: contract
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Clean Harbors Environmental Services, Inc. for household hazardous waste collection services in an amount not to exceed \$10,000.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services

Date: May 5, 2014

RE: Clean Harbors Environmental Services Inc. – Household Hazardous Waste Removal

Please find attached three (3) copies of a contract to provide personnel, equipment and materials as necessary to handle, containerize, label, load and transport Hazardous Waste for disposal in a manner which conforms to state and federal laws and regulation.

Clean Harbor agrees to work on May 17, 2014 for Household Hazardous Waste Day.

Clean Harbor contract not to exceed \$10,000.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This AGREEMENT shall be effective as of the date it becomes fully executed by and between the Town of Medway (hereinafter "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

Community and Clean Harbors hereby agree as follows:

1. On May 17, 2014, Clean Harbors shall have present at Alder Road (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.
2.
 - a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$10,000.00 (the "Contract Limit").
 - b. The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the contract Limit has been reached.
 - c. Clean Harbors shall not be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
 - d. Community agrees to pay Clean Harbors within forty-five days of receipt of the invoice at the appropriate town office.
3. The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site to carry out the responsibilities specified in Paragraph 2.b. above.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:

- a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
 - c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier.
 - e. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance.
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
 10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
 11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
 12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 2 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.
 13. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Medway
Director, Department of Public Services
151 Village Street
Medway, MA 02053

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061-9149

Attn: General Counsel (Urgent Contract Matter)

14. INDEMNIFICATION

Clean Harbors hereby indemnifies and agrees to hold harmless and defend the Community and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Clean Harbors performance of its obligations under this contract, to the extent the same are caused by Clean Harbors' negligence or willful misconduct.

15. INSURANCE

- (a) Clean Harbors shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Community in connection with any operations included in this Contract, and shall have the Community as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
 - (b) Clean Harbors shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
 - (c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Community. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Community and shall list the Community as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Community at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Clean Harbors shall provide a copy of additional insured endorsements for all policies that require the Community to be listed as an additional insured.
16. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
17. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
18. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement. Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Clean Harbors is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
19. As provided in Commonwealth of Massachusetts contract FAC82, this contract will not be governed by Prevailing Wage Rate Requirements unless a specific job falls under the Public Works definition (which states that anything which alters the appearance of a structure is a Prevailing Wage job). Any service which meets this criterion is subject to Prevailing Wage Rates and these rates will be posted by the Operational Services Division as part of the state

and will be valid for the entire duration of the contract, including all extensions. All employees of Clean Harbors engaged in these activities must be paid at least these rates for any work performed under this Contract determined to be working in a public building or on a public work.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Town of Medway
By its Board of Selectmen

Date: _____

Clean Harbors Environmental
Services, Inc.

By: W O'Connor

Title: William O'Connor
Sr. Vice President

Date: 3/31/14

Thomas Holder

Thomas Holder, Director of DPS
Town of Medway

Date: 4.7.14

Approved as to form:

Barbara J. Saint André
Barbara J. Saint André, Town Counsel

Date: 4/23/14

Approved as to Availability of funds:

Carol Peet 4/28/14

ACCOUNT # 62004312 - 5383 50%
62004312 - 5387 50%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2014

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: ACE American Insurance Company	22667-001	
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER B: American Guarantee and Liability Insuranc	26247-003	
	INSURER C: Indemnity Insurance Company of North Amer	43575-003	
	INSURER D: ACE American Insurance Company	22667-076	
	INSURER E: Catlin Specialty Insurance Company	15989-000	
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 21501642** **REVISION NUMBER: See Remarks**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		HDOG27327758	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y		ISAH08815161	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC-4275262-09	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC47873976	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC47873952	11/1/2013	11/1/2014	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Contractors Pollution Liability			CPV-671802-1114 CPL	11/1/2013	11/1/2014	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/4/2014 WITH ID: 21473830

Scope of Work: HHW

See Attached:

CERTIFICATE HOLDER

CANCELLATION

Town of Medway Attn: Thomas Holder Alder Street Medway, MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:4389265 Tpl:1726517 Cert:21501642 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Legal Liability
 Carrier: Indian Harbor Insurance Company
 Policy Number: PEC0042039
 Policy Term: 10/1/2013 - 11/1/2014
 Limits: \$10,000,000 Each Claim/Aggregate

Town of Medway is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

Clean Harbors Environmental Services, Inc.

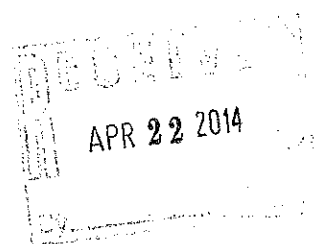
Action of the Board of Directors by Consent

January 16, 2008

The undersigned, being the sole director of Clean Harbors Environmental Services, Inc. (the "Company"), hereby consents to and adopts the following resolution pursuant to Massachusetts General Laws, Chapter 156B, Section 59, as amended, and the by-laws of the Company, effective as of the above-date:

RESOLVED, that the President, any Vice President, Treasurer and Controller, now or hereafter elected, be, and each of them hereby is, authorized, in the name and on behalf of the Company, to execute, deliver, accept, assume, assign, amend, consent to, extend, cancel, surrender, or release, and the Clerk or any Assistant Clerk, now or hereafter elected or appointed, be, and each of them hereby is, authorized, in the name and on behalf of the Company, to attest:

- (1) leases and subleases of real or personal property in which the Company is lessor, lessee, sublessor, or sublessee, whether direct or indirect;
- (2) subordination agreements, certificates, assignments, extensions, discharges, releases, and satisfactions of accounts receivable, notes, bonds, and mortgages, whether relating to real or personal property;
- (3) contracts with customers and vendor for environmental and related services;
- (4) contracts for the purchase or sale of products or merchandise processed, manufactured, dealt in, or handled by the Company, or for materials, equipment, services or supplies necessary or convenient for the transaction of its business;
- (5) bonds, indemnifications, or guarantee covering the performance by the Company, or by any subsidiary, affiliate or other entity in which the Company owns or intends to acquire a direct or an indirect interest, or by any franchise, licensee, distributor, lessor, lessee, sublessor, or sublessee of the Company, of any contract, obligation, or act necessary or convenient for the transaction of business by the Company, or by such affiliate, other entity, franchisee, licensee, distributor, lessor, lessee, sublessor, or sublessee;



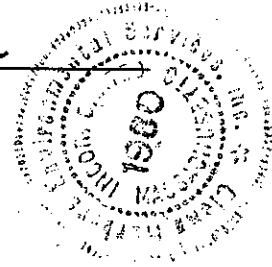
- (6) reports and returns, including but not limited to tax returns, to any Federal, state, county municipal or other governmental authority;
- (7) powers or attorney and appointments of agents, attorneys, representatives, or customs brokers to transact the business of the Company before any board or authority and to appear for the Company in the lawful process of any and all claims filed in or before such board or authority, including but not limited to any municipal, small claims, or other court, the Internal Revenue Service, Environmental Protection Agency, Department of Transportation or the United States Treasury Department, including authorizing such agents, attorneys, representatives, and brokers to execute and deliver any documents required in connection therewith and to accept service of process issued by any such court or authority, for and on behalf of the Company, and each individual so appointed shall be deemed to have been appointed by the Board of Directors of the Company;
- (8) settlements and releases of any and all claims by or against the Company
- (9) notes, bonds, deeds, mortgages, or any other evidences of, or security for, indebtedness of the Company, including but not limited to security agreements, financing statements, and other documents under the Uniform Commercial Code;
- (10) agreements, indentures, and other instruments relating to the borrowing of money or exchange of currency or negotiable instruments by the Company;
- (11) proxies, discretionary and otherwise, and shareholder's and director's consents in connection with shares of stock owned by the Company, both as ordinary and extraordinary matters, including but not limited to, mergers, liquidations, dissolutions, and consolidations;
- (12) pledge agreements, and such other instruments as are deemed necessary by any such officers, encumbering shares of stock or other assets owned by the Company;
- (13) applications for letters of credits and similar instruments, together with any and all other documents incident thereto, necessary or convenient for transaction of the business of the Company;
- (14) escrow agreements with banks;
- (15) insurance policies (group or individual), descriptive plan instruments, and any related documents, records, or reports to any Federal, state or local governmental authority, concerning any employee benefit plan or program of the Company; and

- (16) powers of attorney designating any employee of the Company to execute and deliver any documents or other items which such officer is authorized to execute and deliver

WITNESS the execution hereof under seal as of the date first above written.



Alan S. McKim, Sole Director



AGENDA

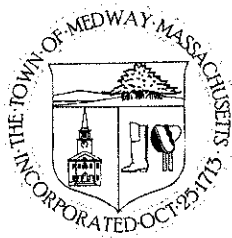
ITEM #7

Authorization of Chairman to Execute Contract for Tree Removal – Stumpy’s Tree Service. - \$20,000

Associated back up materials attached.

- Memo re: contract
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Stumpy’s Tree Service for tree removal services in an amount not to exceed \$20,000.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: Thomas Holder, Director | Department of Public Services
Date: May 5, 2014
RE: **Stumpy's Tree Service – Tree removal contract for one year**

Please find attached three (3) copies of a contract for **Stumpy's Tree Service – tree removal**

Contract provides for labor and material to preform tree removal, tree trimming, tree chipping and disposal for one year contract.

Total contract amount not to exceed \$20,000

Bid opening results based on hourly rate:

	Standard crew Hourly Rates	Crane Hourly Rates	Log truck Hourly Rates
Stumpy's Tree	\$160	\$150	\$100
Tree Tech	\$206	\$206	\$103
North-Eastern	\$210	\$200	\$125
Northern tree	\$245	\$225	\$150

We greatly appreciate your consideration of this issue.

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for TREE MAINTENANCE SERVICE (hereinafter referred to as the "Services"), by and between STUMPY'S TREE SERVICE, INC., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 190 Front Street, #201, Ashland, MA 01721, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal dated February 06, 2014 for bid opening.
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, at the request of the Town of Medway to perform tree removal, tree trimming, tree chipping and disposal and perform all work shown on the Contract Documents. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This service agreement is effective as of the date of execution above and shall remain in effect for one year from the date of execution with an option to extend for second or third year.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$20,000.00.

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Tom Holder, DPS Director
Town Hall
155 Village Street
Medway, MA 02053

Contractor:

Martin Jakobsen, President
Stumpy's Tree Service, Inc.
190 Front Street
Ashland, MA 01721

ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured**
- b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

- c) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) Performance Bond Not required.
- (b) Payment Bond Not required.

ARTICLE 14: GUARANTEE OF WORK

- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;

- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 18: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

ARTICLE 19: GENERAL LAWS

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: Stumpy's Tree Service, Inc. .

TOWN OF MEDWAY
By its Board of Selectmen

By: [Signature]

Title: President

Corporate Seal:

DATE: _____

Thomas Holder - Director
Department of Public Service

[Signature]
Town Accountant
Dated: 4/30/14

Approved As To Form
[Signature]
Town Counsel
Dated: 4/25/2014

Funding Source:
Account: 01422012 - 5323

Exhibit B

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, Martin Jakobsen, President authorized signatory
(Name and Title)

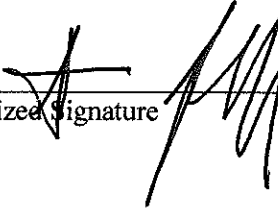
for Stumpy's Tree Service, Inc., whose principal
(Name of Contracting Party)

place of business is at, 190 Front Street, Ashland, MA hereby certify

under the pains and penalties of perjury that Stumpy's Tree Service, Inc.
(Name of Contracting Party)

has complied with all the laws of the Commonwealth relating to taxes.

04-2955924
Social Security Number or Federal Identification Number


Authorized Signature

Corporate Officer (if applicable)

4-14-14
Date

CERTIFICATE OF AUTHORITY

(to be filed if Contractor is a Corporation)

I, James Jakobson, hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of Stumpy's Tree Service, Inc. and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 3-3-14,
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED:

To authorize and empower

Martin Jakobson

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

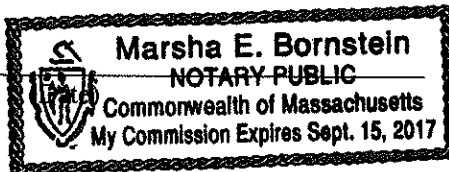
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]
(Secretary of Corporation)

A True Copy:

Attest: Marsha E. Bornstein
(Notary Public)

My Commission Expires: _____



CERTIFICATE AS TO CORPORATE BIDDER

I Anne-Marie Jakobsen

Certify that I am Clerk of the

Corporation named as Bidder in the within Bid Form that Martin Jakobsen

who signed said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Anne-Marie Jakobsen
(Signature)

Clerk
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

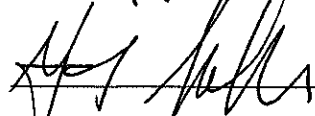
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business:

Stump's Tree Service, Inc.

Signature:



Name of Person signing Bid:

Martin Jakobsen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McSweeney & Ricci Insurance 420 Washington Street P.O. Box 850984 Braintree MA 02185		CONTACT NAME: John Lee PHONE (A/C, N o, Ext): 781-848-8600 FAX (A/C, N o): 781-843-8807 E-MAIL ADDRESS: mrireception@mcsweeneyricci.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Sparta Insurance Company	NAIC # 20613
INSURED STUMP-2 Stumpy's Tree Service Inc 190 Front Street Suite 201 Ashland MA 01721		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1430916479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		021CP01276	7/10/2013	7/10/2014	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		021AU00048	7/10/2013	7/10/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		021UM00286	7/10/2013	7/10/2014	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	021WK00374	7/10/2013	7/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1000000
						E.L. DISEASE - EA EMPLOYEE	\$1000000
						E.L. DISEASE - POLICY LIMIT	\$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Town of Medway is an additional insured on the Commercial General Liability and Auto Liability policy for ongoing operations only where required by written contract or agreement but only for acts of negligence by the named insured in the performance of the contract obligations.

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
 Tom Holder, DPS Director
 155 Village St
 Medway MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Lou Ricci

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AGENDA

ITEM #8

Authorization to Expend Grant Funds – MassDEP Recycling Cart Grant - \$60,667

Associated back up materials attached.

- Grant Expenditure Authorization Form
- Notice of grant award
- Grant agreement

Proposed Motion: I move that the Board authorize the expenditure of the MassDEP recycling cart grant in the amount of \$60,667.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 5/5/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: Sustainable Materials Recovery Program

GRANTOR: Department of Environmental Protection

GRANT AMOUNT: \$60,667.00

GRANT PERIOD: Expires December 31, 2014

SCOPE OF GRANT/
ITEMS FUNDED This grant is for the purchase of Wheeled Recycling Carts and Public Outreach
Materials

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:

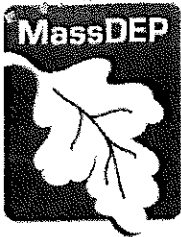
ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 5/5/2014

APPROVAL SIGNATURES _____

DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND**



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

RECEIVED
NOV 01 2013
MEDWAY
TOWN ADMINISTRATOR

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

October 29, 2013

Mr. Glenn Trindade
Chair, Board of Selectmen
Town of Medway
155 Village Street
Medway, MA 02053

Dear Mr. Trindade,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Medway a Sustainable Materials Recovery Program Municipal Grant. The Town of Medway will receive up to \$58,710 for Wheeled Recycling Carts and up to \$1,957 for Education Materials to publicize the new cart-based curbside recycling program.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2013, offered funding to cities, towns and regional entities - as well as certain non-profit organizations that provide services to them - for recycling, composting, reuse and source reduction activities that will increase diversion of municipal solid waste and household hazardous waste from disposal. MassDEP received applications from 144 municipalities, regional groups and non-profits. With \$3.2 million in requested funds, the evaluation and award process was extremely competitive.

The terms and conditions of your grant are outlined in the attached document, which contains key dates and deadlines specific to your award. This information has also been provided to the municipal recycling contact copied below. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Kenneth L. Kimmell
Commissioner

cc: Tom Holder, DPW Director

This information is available in alternate format. Call Michelle Waters-Ekanem, Diversity Director, at 617-292-5751. TDD# 1-866-539-7622 or 1-617-574-6868
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper



Checklist for Wheeled Recycling Cart Grant Award

Name of Municipality: _____

Instructions:

- Read this document carefully to familiarize yourself with the process and pre-requisites for the grant.
- Fill out this checklist, have it signed by an authorized municipal official, and return it to MassDEP no later than June 15, 2014.
- Once we've received your checklist we'll send you a Grant Agreement. Return the signed Grant Agreement to MassDEP no later than June 30, 2014.
- Expend funds as specified in your Grant Agreement.
- Submit an invoice to MassDEP, for reimbursement of grant expenditures.

All funds must be spent and invoices received by MassDEP by December 31, 2014.

STEP ONE: Program Approval and Start Date

Check the box and circle the applicable municipal decision-making body below, to indicate that the necessary approval has been secured for this grant.

- The municipality's (circle one: Board of Selectmen, City Council, Board of Health, Town Meeting) has voted to fund and implement a curbside recycling program with wheeled carts, which will be operated for a minimum of 3 years.

Program Start Date: _____

STEP TWO: Certification of Trash Limit and Description of Enforcement

In the space below, describe the trash limits imposed on residents and how those limits are enforced.

STEP THREE: Cart Funding and Ownership

Check the box (A or B) that describes how your municipality will fund the balance of the cart costs (i.e. the portion not covered by the grant).

- A. Municipality has appropriated funds for the purchase of carts OR,
- B. Municipality's contracted hauler will purchase the carts with the following conditions (must check both boxes below):
 - Municipality has signed a collection contract with a hauler that includes the provision of wheeled recycling carts.
 - This collection contract stipulates that the municipality becomes the owner of the carts at the end of the contract.

STEP FOUR: Signature of Authorized Official

I have reviewed and am familiar with the information contained in this checklist. The information contained in this checklist is to the best of my knowledge, true, accurate and complete. I am fully authorized to make this attestation on behalf of the Grantee municipality.

Print Name: _____ Title: _____

By: _____
(Signature) (Date)

Contact Tina Klein with any questions: 617-292-5704 or Tina.Klein@state.ma.us

Return the completed checklist to:

Tina Klein
MassDEP, Consumer Programs
One Winter Street, 7th Floor
Boston, MA 02108

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE Town of Medway ("Grantee")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Medway a Sustainable Materials Recovery Program Grant for Curbside Recycling/Food Waste Collection Carts and Education Materials ("Grant") valued at up to \$60,667. The Town of Medway shall comply with the specific terms and conditions described below in the performance of the Grant.

Duration of the Grant: The term of the grant shall be three years from the date of execution of this Grant Agreement.

RESPONSIBILITIES OF THE GRANTEE

1. **Authority:** The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee's executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Buying Recycled Products:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy.

6. Use of Grant Funds:

Allocation of Grant Funds:

Wheeled Recycling Carts	\$58,710
Education Funds	\$ 1,957

- a. Grant funds may be used to offset the cost of carts, up to \$15 per recycling cart or \$20 per food waste cart ("Carts"), purchased either by the Grantee or by its contracted recycling hauler for the express purpose of collecting recyclables and/or food waste ("Material") at the curb. Other organic materials, e.g., leaves, yard waste, paper towels, may be collected along with food waste.
 - b. If the hauler purchases the Carts, the Grantee's contract with the hauler must specify that the Grantee takes ownership of the Carts at the end of the contract. Documentation held by the Grantee demonstrates that grant funds are reducing the cost of the Grantee's contract for curbside collection of recyclables or food waste by the same amount as the grant award.
 - c. Recycling carts purchased with grant funds must provide households with a minimum capacity of 46-gallons per week, (e.g., 64-gallon carts for weekly recycling collection and 95-gallon carts for bi-weekly recycling collection will meet this criterion).
 - d. Food Waste carts must be a minimum of 10-gallons and must be hot-stamped with MassDEP's logo and "Funded by a grant from MassDEP".
 - e. All Carts purchased must have a minimum warranty of five years.
 - f. Purchasing a combination of Cart sizes is allowable.
 - g. *Not eligible:* Funds may not be used for the purchase of carts for the collection of trash.
 - h. Education funds may only be used to offset the cost of publicizing the Grantee's recycling or food waste collection program supported by the equipment provided under this grant.
7. Procurement: The Grantee is responsible for properly procuring the Carts purchased under this Grant. The Carts:
- a. can be purchased from State Contract FAC61 (Massachusetts State Contract for Recycling Containers and Compost Bins). For more information on FAC61 visit: <http://www.mass.gov/eea/agencies/massdep/recycle/reduce/assistance-for-municipalities.html#5>, or
 - b. must contain a minimum of 30% recycled content.
8. Invoicing: All grant funds are disbursed on a reimbursement basis only. After expending funds for an eligible expense, the Grantee shall submit a request for reimbursement ("invoice") to MassDEP, accompanied by the documentation listed below. Invoices must be submitted by July 31st for expenditures made in the prior fiscal year ending June 30th. The Grantee may submit up to four invoices to MassDEP, so long as the final invoice is received no later than December 31, 2014.
- a. proof of purchase in the form of (1) an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any, and a statement that the Grantee has taken possession of the wheeled carts; or (2) a copy of the fully executed contract between the Grantee and its recycling collection vendor in which the vendor is responsible for the procurement of wheeled carts for curbside collection of residential recyclables. The contract must also stipulate that the wheeled carts become the property of the municipality at the end of the collection contract.
 - b. certification from the vendor that the Carts contain a minimum of 30% recycled content, if the Carts purchased are not available through State Contract FAC61;

- c. copies of all outreach materials and publicity tools developed to promote the program (hard copy and in an editable electronic format).

9. Distribution Requirements:

- a. All Carts shall be utilized for the collection of recyclables and/or food waste materials from single-family and multi-family dwellings, municipal buildings or local businesses participating in a municipally contracted collection program. The Grantee must maintain records of the distribution (i.e. location, number, material(s) collected and building contact) for all granted Carts placed at multi-family dwellings or local businesses for the duration of this Grant.
- b. All Carts shall remain on the premises of where Materials are being collected and Materials shall be tipped on the premises. Carts are not to be permitted to be swapped on and off the premises with other containers, unless authorized by MassDEP.
- c. If the Grantee wishes to sell the Carts to the buildings/businesses participating in the program, the Grantee shall establish a separate dedicated revolving account ("Account") pursuant to M.G.L. c. 44 Sec. 53E 1/2, or a gift account pursuant to M.G.L. c. 44 Sec. 53A to handle these revenues. If the Account is established by some other means, MassDEP shall be notified in writing by the Grantee that such account is separate from the Grantee's general fund and meets the requirements of this Grant Agreement. All revenue received from Cart sales shall be deposited in such Account. The Account shall be used for the purchase of additional Carts, administrative expenses or other such expenses as are directly related to furthering Grantee's recycling program. In the event that there are funds remaining in the Account after demand for Carts has been satisfied, Grantee shall notify MassDEP in writing of its intent to use such funds for public education or another waste reduction program approved by MassDEP.

10. Property Rights: Upon delivery from the vendor and prior to distribution, the Grantee shall retain exclusive ownership of the Carts, subject to the provisions of this Grant Agreement. Grantee shall be solely responsible to ensure the Carts against damage, theft or loss during the time in which said Carts are in the possession, custody, or control of the Grantee. If the Grantee does not take possession of the Carts, the Grantee shall require the hauler to ensure the Carts against damage, theft or loss during the time in which said Carts are in the possession, custody, or control of the hauler.

11. Reporting: The Grantee shall submit an annual report to MassDEP for the duration of the grant and in a format provided by MassDEP, documenting monthly solid waste tons disposed, recycling tons diverted and savings realized. In addition, Grantee shall file an annual Recycling and Solid Waste survey, via ReTrac, for the duration of this grant. Failure to comply with this reporting requirement may jeopardize future grant awards.

12. Publicity and Outreach:

- a. All outreach materials and publicity tools (i.e., press releases, media advisories, education materials, etc.) issued by the Grantee in conjunction with or as a result of this grant shall include the following language: "This project is funded in part by a grant from the MassDEP".
- b. Any education materials printed on paper with grant funds shall be printed double-sided on a minimum of 30% recycled content paper.
- c. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. Editable electronic files must be submitted to MassDEP prior to requesting reimbursement for same.

d. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.


13. Environmental Compliance: The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

14. Addendums: Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By: _____


Greg Cooper, Division Director
Business Compliance, Bureau of Waste Prevention
Department of Environmental Protection

5/2/14
(Date)

TOWN OF MEDWAY

By: _____

Tom Holder - DPW Director
(Signature and Title)

4.24.14
(Date)

Tom Holder
(Print Name)

AGENDA

ITEM #9

Acknowledgement – Letter from Medway Shopping Center Regarding Proposed Traffic Signal – Rt 109 Redevelopment

Associated back up materials attached.

- Letter from Attorney for Owner

Proposed Motion: I move that the Board authorize the Chairman to sign the acknowledgement letter from the Attorney for Medway Realty LLC representing its commitment to undertake necessary internal traffic reconfigurations to accommodate the location of a signal at the Medway Shopping Plaza, which is part of the plans for the Route 109 redesign.

Bethany A. Bartlett
617.646.2038
babartlett@sherin.com
26476.0

April 9, 2014

VIA E-MAIL

Town of Medway
Mr. Glenn Trindade, Chairman
Board of Selectmen
155 Village Street
Medway, Massachusetts 02053


Re: Route 109 Redevelopment, Traffic Signal at Medway Shopping Center

Dear Mr. Chairman and Board Members:

As you know, this firm represents Medway Realty LLC ("the Owner") of the Medway Shopping Center (the "Center"). I have reviewed with the Owner, the various Contract Plans from the recent 75% submission that pertain to the commercial area along Route 109, as provided to us by Geoffrey Howie of Greenman-Pedersen, Inc. ("GPI"). In particular, the Owner and I have reviewed the Traffic Signal Plan at Sheet 131, labeled, "Location No. 4, Main St (Route 109) @ Medway Shopping Center Drive" (the "Plan"). The Owner has engaged Howard/Stein-Hudson Associates, Inc. as its site engineer ("HSH") to review the layout of the traffic signal as shown on the Plan as compared to the existing conditions at the Center and to make recommendations to modify the internal traffic flow to accommodate the signal. HSH will provide any technical comments directly to GPI.

The Owner hereby agrees to undertake the necessary internal traffic reconfigurations to accommodate the location of the signal as shown on the Plan at the Center and as recommended by HSH and reviewed by GPI. We appreciate this opportunity to improve our Center and look forward to continuing our work with the town throughout this project.

Respectfully submitted,



Bethany A. Bartlett as attorney for Owner

Planning and Economic Development Board
April 9, 2014
Page - 2 -

Acknowledged by:

Board of Selectmen

Name:
Title:

BAB:sjm

cc: Mr. Richard K. Bendetson
Mr. Paul R. LaPerriere
Mr. Thomas Holder, DPS Director
Mr. David D'Amico, DPS Deputy Director
Ms. Susan Affleck-Childs, Planning & Economic Development Coordinator
Ms. Suzanne K. Kennedy, Town Administrator

AGENDA

ITEM #10

Approval –
Petition for Change of License –
Richard’s Casino Bar & Grill, Inc.
d/b/a Zio Paolo’s Trattoria
to d/b/a Derek’s Steak and Seafood

Associated back up materials attached.

- Required ABCC (Alcoholic Beverages Control Commission) application forms

Proposed Motion: I move that the Board approve the d/b/a name change of the restaurant to Derek’s Steak and Seafood as requested.



**TOWN OF MEDWAY
BUSINESS CERTIFICATE APPLICATION**

PLEASE FILL IN ALL INFORMATION

NAME OF BUSINESS: Derck's Steak & Seafood

LOCATION ADDRESS: 112 main st. medway

NAME OF BUSINESS OWNER: Paul Winshman

OTHER MAILING ADDRESS: 67 medway Road, milford MA 01757

TELEPHONE #: 508 298-4500

PROPERTY OWNER NAME (if different) Medway Realty LLC

ADDRESS: _____


TELEPHONE #: _____

GIVE A DESCRIPTION OF THE BUSINESS

Full Service Restaurant

Will this business be conducted from within your Medway residence? YES NO
If yes, you must read **Conducting a Business From Your Medway Home** which the Town Clerk will provide to you.

With my signature, I apply for a Medway Business Certificate. If applicable, I have read **Conducting a Business From Your Medway Home**. I understand the limitations and performance standards for running a home based business and agree to abide by these standards. I understand I may be subject to violations and penalties if I fail to do so.


Signature of Applicant

ATWL 10/14
Date

Zoning Enforcement Officer's Action

Zoning District _____

Business Certificate Approved

Business Certificate Denied. Applicant is referred to the Zoning Board of Appeals to apply for a Special Permit.

Explanation for Denial and Referral

Signature of Zoning Enforcement Officer

Date

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

[Empty box for ABCC License Number]

MEDWAY MA.

ABCC License Number

City/Town

The licensee **RICHARD'S CASINO BAR & GRILL INC** respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name
- Change of DBA
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager

Last-Approved Manager: [Empty box]

Requested New Manager: [Empty box]

Pledge of License /Stock

Loan Principal Amount: \$ [Empty box] Interest Rate: [Empty box]

Payment Term: [Empty box] Lender: [Empty box]

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA: **ZIO PAOLO'S TRATTORIA**

Requested New Corporate Name/DBA: **DEREK'S STEAK & SEAFOOD**

Change of License Type

Last-Approved License Type: [Empty box]

Requested New License Type: [Empty box]

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration: [Empty box]

Change of Location: (must fill out attached financial information form)

Last-Approved Location: [Empty box]

Requested New Location: [Empty box]

Signature of Licensee

[Handwritten signature]

(If a Corporation/LLC, by its authorized representative)

Date Signed

APRIL 10/14

CERTIFICATE OF THE CLERK

April 24, 2014

The undersigned, being the duly elected SECRETARY of RICHARD'S CASINO BAR & GRILLE, INC., hereby and herewith certifies that the following Resolutions were adopted by unanimous consent of the Stockholders and Directors of RICHARD'S CASINO BAR & GRILLE, INC., and that the following Resolutions are true, accurate, correct and complete, have not been modified, amended or revoked, and are in full force and effect as of the date hereof:

RESOLVED: That PAUL WINSHMAN, the President, Treasurer, and Secretary (herein the "Authorized Officer") of RICHARD'S CASINO BAR & GRILLE, INC. (herein the "Corporation"), acting singly and on behalf of the Corporation, be and he hereby is authorized and empowered to execute and deliver any and all business certificates to change the name under which the Corporation conducts business at 112 B Main Street, Medway, Massachusetts from "Zio Paolo's Trattoria" to "Derek's Steak and Seafood."

FURTHER

RESOLVED: That the Authorized Officer be and hereby is further authorized and empowered to do any and all things and take any and all action, of whatsoever name, nature and description, as determined by the Authorized Officer, necessary for or incidental to performing and effectuating the foregoing.

FURTHER

RESOLVED: That the Town of Medway and any other entities are hereby authorized to rely upon the foregoing Resolutions and a Certificate signed by the

Secretary of RICHARD'S CASINO BAR & GRILLE, INC.
for all purposes, to confirm the above authority,
until and unless it receives written notice of the
alteration, amendment, rescission or revocation
hereof.

I hereby certify that the foregoing Resolutions are in accordance
with the Articles of Organization and By-Laws of RICHARD'S CASINO
BAR & GRILLE, INC. and have not been modified, amended or revoked
and that the same remain in full force and effect and that I am the
duly elected and authorized Secretary of RICHARD'S CASINO BAR &
GRILLE, INC.


IN WITNESS WHEREOF, I hereunto set my hand and seal this 24th day
of April, 2014.



PAUL WINSHMAN, SECRETARY

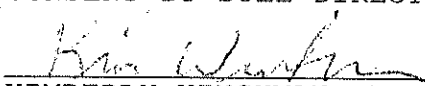
THE UNDERSIGNED, BEING ALL OF THE STOCK HOLDERS AND DIRECTORS OF RICHARD'S CASINO BAR & GRILLE, INC., AGREE WITH THE AFORESAID VOTE TO CHANGE THE BUSINESS CERTIFICATE OF THE BUSINESS AT 112B MAIN STREET, MEDWAY, MASSACHUSETTS FROM "ZIO PAOLO'S TRATTORIA" TO "DEREK'S STEAK AND SEAFOOD."

CONSENT BY SOLE STOCKHOLDERS:



PAUL WINSHMAN, STOCKHOLDER

CONSENT BY SOLE DIRECTORS:



KIMBERLY WINSHMAN, DIRECTOR



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

RICHARDS CASINO BAR & GRILL INC
67 MEDWAY RD
MILFORD, MA 01757

T/P ID 383689572
Date 4/19/2014
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "R. O'Neill", written over a white background.

Robert O'Neill, Bureau Chief

AGENDA

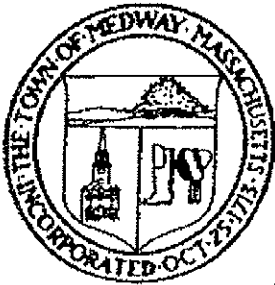
ITEM #11

**Approval – Common Victualler License
Request – The Muffin House Café, Inc.,
116 Main Street**

Associated back up materials attached.

- Application documents

Proposed Motion: I move that the Board approve a Common Victualler license for The Muffin House Café, Inc. to be located at 116 Main Street, Suite 1, which is the location of the former Coffee Sensations, pending the receipt of any outstanding required documentation to complete the application and all associated departmental approvals.



Town of Medway
BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

APPLICATION FOR COMMON VICTUALLER LICENSE

License Fee - \$50.00

Common Victualler License Only

Common Victualler with Liquor License

5/1/14

Date

New Application

Transfer

/From _____

Other

Name of Applicant: The Muffin House Cafe Inc.

Telephone 508-533-6655 FAX _____

E-Mail muffin house cafe@gmail.com

Social Security #: _____

or Federal ID #: 46-5368299

Business Name: The Muffin House Cafe

Business Address: 116 Main St. Suite 1 Medway MA 02053

Telephone 508-533-6655 FAX _____

E-Mail muffin house cafe@gmail.com

Name of Proposed Establishment: The Muffin House

Days & Hours of operation: Sunday thru Saturday 6AM - 7PM

Property Owner: Longobardi Realty, LLC

Property Owner's Mailing Address: 38 Arlington St. Franklin, MA

Change in Floor Plan must be approved by the Board of Selectmen

Copy of Floor Plan Enclosed _____

Maximum Seating # 48

Copy of Site Plan Enclosed _____

Maximum Occupancy # 48

Manager: Sheldon Strasnick

Assistant Manager: _____

(Alcohol License Only)

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owed have been paid:

The Muffin House Cafe Inc.
Applicant's Signature Mary Crowley, Pres.

AGENDA

ITEM #12

**Approval – Braking Aids Ride –
Sept. 12, 2014**

Associated back up materials attached.

- Request
- Police Chief's recommendation

Proposed Motion: I move that the Board approve the Braking Aids Ride through Medway on September 12, 2014 provided that the organization arrange for a detail officer to be at the intersection of Hill and Holliston Streets as recommended by the Police Chief.



RECEIVED
APR 22 2014

MEDWAY
TOWN ADMINISTRATOR

March 19, 2014

Glenn Trindade
Board of Selectmen, Chairman
Town of Medway
155 Village Street
Medway, MA 02053

Dear Mr. Trindade,

I am writing to request permission for BRAKING AIDS® Ride to travel through your jurisdiction on Friday, September 12, 2014. We are also notifying Chief Allen Tingley of the Medway Police Department of our intentions.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will join together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding side by side. It will be an extremely challenging experience for all involved.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Since our proposed route winds its way briefly through your jurisdiction, we expect riders to be riding through your area from approximately 8:15 to 9:45 am on Sept. 12th.

Please feel free to call me at 212.989.1111 to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

127 West 26th Street
Suite 402
New York, NY 10001
212.989.1111 tel
212.807.1853 fax

Sincerely,

Jim Dreher
Logistics Coordinator

www.brakingaidsride.org



Notification and Approval of Event

Our jurisdiction has been notified in writing that BRAKING AIDS® Ride will be taking place on September 12, 2014. We are aware that approximately 125 bicyclists will be participating. They will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Estimated Time of Arrival: Sept 12: 8:15 AM – 9:45 AM

****Please make any corrections to the information below**

Name: Glenn Trindade, Chairman
Organization: Town of Medway, Board of Selectmen
Address: 155 Village St, Medway, MA 02053
Phone: 508-533-3264
Fax: 508-533-3281
Email: bos@townofmedway.org
Signature: _____

Contact Name & Numbers

Please provide a contact name and numbers for an individual who will be on-duty during the actual event, who will serve as contact in case of emergency or other situation.

Name: _____
Phone: _____
Cell: _____ (24 Hour Contact Number)
Pager: _____ (24 Hour Contact Number)

Please return to

Attention: Jim Dreher
Logistics Coordinator
BRAKING AIDS® Ride
127 West 26th Street, Suite 402
New York, NY 10001
FAX to: 212.807.1853

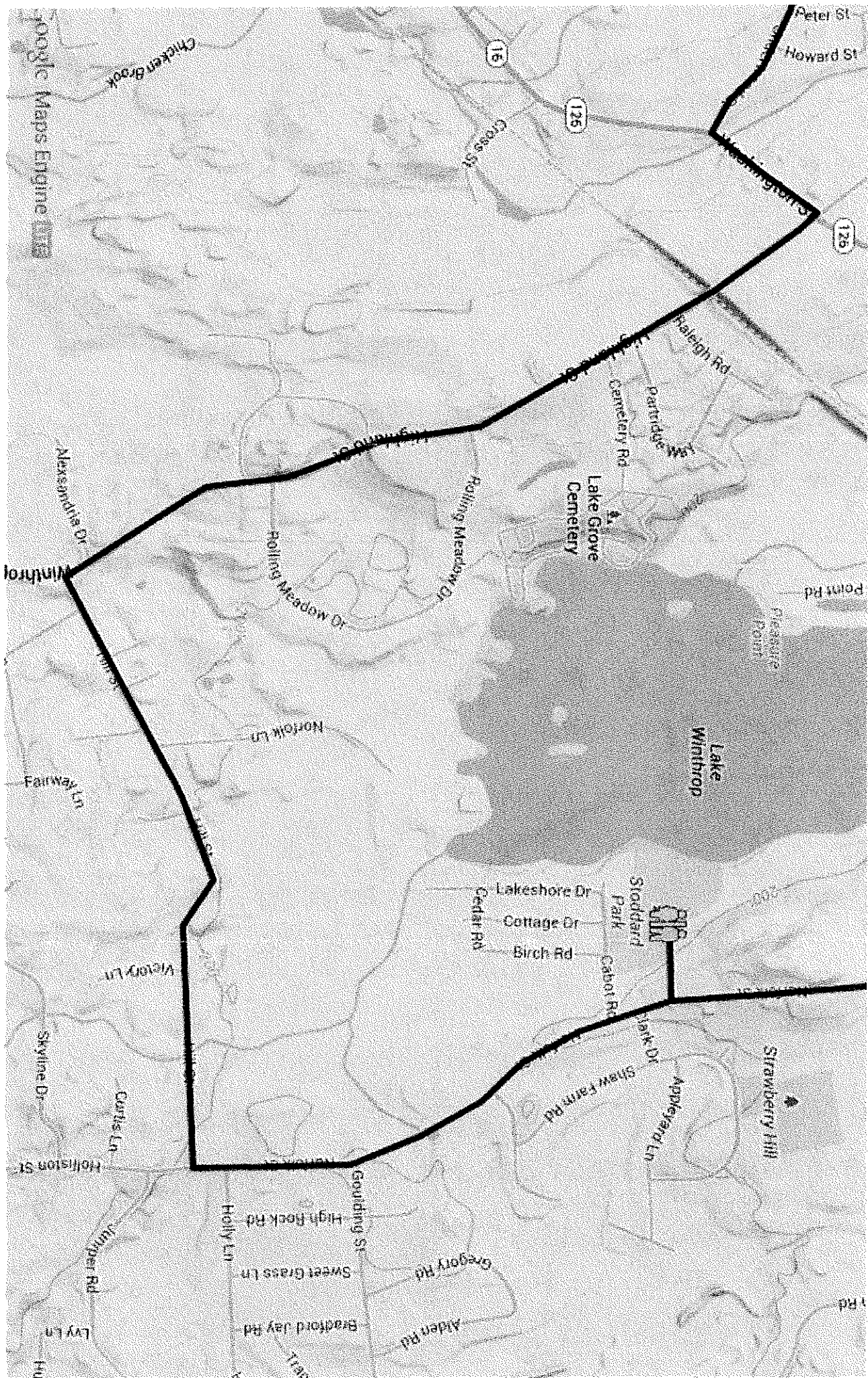
For Office Use Only

Date Rec'd:

BRAKING AIDS® Ride - Scouting Cues

Day 1

Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough
0.1	22.7	Right	Into Stoddard Park/Lake Winthrop - Oasis 2		
	22.7	Return	Onto Stoddard Park Road - short climb		
0.1	22.8	Right	Onto Norfolk Street at stop sign. Becomes Holliston Street		
0.7	23.5	Right	Onto Hill Street	Norfolk County	Medway
0.9	24.4	Right	Onto Winthrop Street	Middlesex County	
1.2	25.6	Left	Onto Washington Street at light	Moto Safety	Holliston
0.2	25.8	Right	Onto Underwood Street		
1.2	27.0	Bear Right	To avoid Kim Place		



Chicken Brook

15

126

126

Peter St
Howard St

Cross St

126

Raleigh Rd

Partridge
Cemetery Rd

Lake Grove
Cemetery

Rolling Meadow Dr

Alexandria Dr

Rolling Meadow Dr

Point Rd

Pleasure
Point

Lake
Winthrop

Fairway Ln

Norfolk Ln

Lakeshore Dr
Cottage Dr
Birch Rd

Stoddard
Park

Cabarot Rd

Victory Ln

Skyline Dr

Curtis Ln

Holliston St

Gouding St

High Rock Rd

Sweet Grass Ln

Bradford Jay Rd

Gregory Rd

Lyn Ln

HU

Appleyard Ln

Strawberry Hill

Shew Farms Rd

Apple Rd



Medway Police Department

315 Village Street
Medway, MA 02053

Phone: 508-533-3212
FAX: 508-533-3216
Emergency: 911

Allen M. Tingley
Chief of Police

April 24, 2014

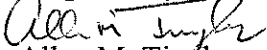
To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Breaking AIDS bike ride

I have reviewed the bicycle route mapped out for the Braking AIDS Ride, scheduled for September 12, 2014. I would approve of the issuing of the permit for this bicycle ride with the stipulation that one detail officers be hired by the organization, to assure the safety of the bicyclists and the movement of traffic during the bicycle ride. The detail officer would be stationed at the intersections of Hill and Holliston Street to assist the bicycle riders through this heavily traveled intersection.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #13

**Discussion – Amendment to Board of
Selectmen’s Alcohol License Policy –
Special, One-Day Licenses Section**

Associated back up materials attached.

- One-day license section of policy with proposed amendments
(deletions shown as ~~striketroughs~~ and new language shown in **bold**)

Proposed amendment to one-day or special license section of Board of Selectmen Alcohol License Policy

Excerpt of section follows.

Amendments are shown as ~~deletions~~ (strikethrough) and **inserted language** (bold)

III.

A. One Day or Special Licenses:

The following types of organizations and individuals are eligible for one-day alcoholic beverage licenses under this policy. Other organizations or individuals may submit applications for consideration.

- Civic or municipal organizations
- Commercial establishments (beer and wine only)
- Fraternal organizations
- Non-profit organizations
- Non-profit unincorporated associations
- Individuals holding social events
- Unincorporated groups or organizations not engaged in the sale for profit of alcoholic beverages.
- Service clubs
- Veterans' organizations

CRITERIA FOR APPROVAL:

The following matters will be taken into account in approving one-day licenses:

1. **ADMISSION AGE:** The Board will require that sufficient ~~trained~~ **responsible servers** are present at a function so as to assure compliance with the sale or furnishing of alcoholic beverages to eligible attendees only.
2. **FREQUENCY:** The Board considers one-day licenses to be primarily for the purpose of sponsoring a function that would be considered a special occasion. One-day licenses are not intended as an alternative to an annual license.
3. **ACCEPTANCE OF CONDITIONS:** Acceptance of a one-day license under this policy will be deemed to be an acceptance of the conditions of the license and an agreement with the Town of Medway to be bound thereby.

CONDITIONS TO BE CONTAINED IN ONE-DAY LICENSES:

1. **CERTIFICATION OF SERVERS:** All persons engaged in furnishing alcoholic beverages at a licensed function, whether by sale or without charge are required to be certified servers. All servers must be certified as having completed an alcoholic beverage training program approved by the Town and have evidence of such valid certification in their possession. **Waiver of this requirement may be granted by the Board of Selectmen based upon the following criteria:**

- a. **Size of gathering**
 - b. **Type of event**
 - c. **Age of anticipated attendees**
 - d. **Alcoholic beverage server must be at least 21 years of age**
 - e. **Server must be identified on one-day alcohol license application**
2. **HOURS OF SERVICE OF ALCOHOLIC BEVERAGES:** The hours of sale and service for all one day licenses shall conclude by 1:00 a.m. The "last call" for all such licenses shall be no later than 12:30 a.m. The function shall conclude at 1:00 a.m., at the same hour as the license. Entertainment licenses shall state that the function shall conclude at 1:00 a.m.
 3. **NUMBER OF PERSONS ON PREMISES:** The number of persons may not exceed the occupancy limits allowed by law for the premises on which the license will be exercised.
 4. **POLICE DETAIL:** The number of officers, if any, and the hours during which a police detail will be required within the licensed premises and, if required, for orderly parking and traffic control will be recommended by the Police Department. Generally those hours will include the entire duration of the function, including after service hours. The factors to be considered include the location of the premises, availability of on-site parking, the number of persons estimated to be in attendance and the time and duration of the function.

ADDITIONAL PROVISIONS:

Departmental Approvals: The Board of Health and the Building Inspection Department must approve the licensed premises. For any function to which the general public will be admitted, the Building Inspection Department must approve the licensed premises as meeting handicap accessibility requirements.

Neighborhood Impact: The applicant or such other person designated by name, address and local telephone number in the application will be responsible for the orderly conduct of the function for which the license is issued. Consumption of alcoholic beverages outside of the structure within which the licensed function is to be held will not be permitted. Music, noise, or other function related activities must not create an undue imposition upon any adjacent residences. Police detail officers will be instructed to respond appropriately to complaints. Such response may include an order to terminate the event or otherwise limit the offending activity.

Submission of Applications: Applications must be complete with all necessary endorsements when submitted to the Licensing Office and shall be submitted sufficiently in advance of the day upon which the licensed function is to begin so that it can be reviewed and approved or denied by the Board of Selectmen.

A one-day liability policy or bond may be required.

AGENDA

ITEM #14

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #15

Town Administrator's Report

AGENDA ITEM #16

Selectmen's Reports